

# Official Report of the Proceedings of the BOARD OF EDUCATION of the City of Chicago

Regular Meeting-Wednesday, March 24, 2010 10:30 A.M. (125 South Clark Street)

Published by the Authority of the Chicago Board of Education

Mary B. Richardson-Lowry President

Estela G. Beltran Secretary ATTEST:

Estela H. Belha.
Secretary of the Board of Education

Of the City of Chicago

President Richardson-Lowry took the Chair and the meeting being called to order there were then:

PRESENT: Ms. Ward, Mr. Bobins, Ms. Muñana, Dr. Butt, Mr. Carrero, Ms. Davis, and

President Richardson-Lowry - 7

**ABSENT: None** 

ALSO PRESENT: Mr. Ron Huberman, Chief Executive Officer, and Mr. Patrick J. Rocks, General Counsel.

Mr. Ron Huberman, Chief Executive Officer, and Mr. Phillip DiBartolo, Impact Business Analyst, gave presentations on Ensuring Data Integrity at CPS Schools (Grade Change Monitoring).

Mr. Patrick J. Rocks, General Counsel, gave presentations on the Grade Change Policy [10-0324-PO1], and the New Procurement Card Policy [10-0324-PO2].

Mr. Carrero presented the following Motion:

10-0324-MO1

**MOTION TO CLOSE** 

MOTION ADOPTED that the Board hold a closed session to consider information, regarding appointment, employment, compensation discipline, performance, or dismissal of employees pursuant to Section 2(c)(1) of the Open Meetings Act; purchase of real property pursuant to Section 2(c)(5) of the Open Meetings Act; setting of a sale price or lease of real property pursuant to Section 2(c)(6) of the Open Meetings Act; and security procedures and the use of personnel and equipment to respond to an actual, a threatened, or a reasonably potential danger to the safety of employees, students, staff, the public, or public property pursuant to Section 2(c)(8) of the Open Meetings Act; and pending litigation and litigation which is probable or imminent involving the Board pursuant to Section 2(c)(11) of the Open Meetings Act.

Dr. Butt moved to adopt Motion 10-0324-MO1

The Secretary called the roll and the vote was as follows:

Yeas: Ms. Ward, Mr. Bobins, Ms. Muñana, Dr. Butt, Mr. Carrero, Ms. Davis, and President Richardson-Lowry - 7

Nays: None

President Richardson-Lowry thereupon declared Motion 10-0324-MO1 adopted.

# CLOSED SESSION RECORD OF CLOSED SESSION

The following is a record of the Board's Closed Session:

- (1) The Closed Meeting was held on March 24, 2010, beginning at 1:33 p.m. at the Central Service Center, 125 South Clark Street, President's Conference Room, 6<sup>th</sup> Floor Chicago Illinois 60603.
- (2) PRESENT: Ms. Ward, Mr. Bobins, Ms. Muñana, Dr. Butt, Mr. Carrero, Ms. Davis, and President Richardson-Lowry 7
- (3) ABSENT: None
  - A. Other Reports
  - B. Warning Resolutions
  - C. Terminations
  - D. Personnel
  - E. Real Estate
  - F. Security

No votes were taken in Closed Session.

After Closed Session the Board reconvened.

Members present after Closed Session: Ms. Ward, Mr. Bobins, Ms. Muñana, Dr. Butt, Ms. Davis, and President Richardson-Lowry - 6

Members absent after Closed Session: Mr. Carrero - 1

10-0324-AR2

# AUTHORIZE RETENTION OF THE LAW FIRM MECKLER BULGER TILSON MARICK & PEARSON, LLP

# THE GENERAL COUNSEL REPORTS THE FOLLOWING DECISION:

Retention of the law firm Meckler Bulger Tilson Marick & Pearson, LLP.

**DESCRIPTION:** The General Counsel has retained the services of the law firm Meckler Bulger Tilson Marick & Pearson, LLP. The firm provides litigation support services to the Board related to an insurance-coverage dispute arising from a personal injury case. Authorization for the firm's services is requested in the amount of \$100,000. As invoices are received, they will be reviewed by the General Counsel and, if satisfactory, processed for payment.

LSC REVIEW: LSC approval is not applicable to this report.

# AFFIRMATIVE ACTION STATUS: None.

FINANCIAL: Charge \$100,000.00 to Budget Classification Fiscal Year 2010 ....... 10210-115-54125-231101-000000

# **GENERAL CONDITIONS:**

Inspector General – Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board member during the one year period following expiration or other termination of their terms of office.

Indebtedness – The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics – The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

President Richardson-Lowry thereupon declared Board Report 10-0324-AR2 accepted.

# WORKERS' COMPENSATION - PAYMENT FOR LUMP SUM SETTLEMENT FOR EDWINA BOURNES - 07 WC 11026

#### THE GENERAL COUNSEL REPORTS THE FOLLOWING DECISION:

Authorized settlement of the Workers' Compensation claim of Edwina Bournes, Case No. 07 WC 11026 and subject to the approval of the Illinois Commission, in the amount of \$74,332.00.

DESCRIPTION: In accordance with the provisions of the Workers' Compensation Act, the General Counsel has determined that this settlement is in the Board's best interests.

LSC REVIEW: Local school council approval is not applicable to this report.

AFFIRMATIVE ACTION STATUS: Not applicable.

FINANCIAL: Charge to Workers' Compensation Fund - General Fixed Charges Account #12470-210-

PERSONNEL IMPLICATIONS: None

## **GENERAL CONDITIONS:**

Inspector General – Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board member during the one year period following expiration or other termination of their terms of office.

Indebtedness – The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics – The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

# 10-0324-AR4

# WORKERS' COMPENSATION - PAYMENT FOR LUMP SUM SETTLEMENT FOR ALBERTA GOFFER-MAULDIN - 08 WC 33163

## THE GENERAL COUNSEL REPORTS THE FOLLOWING DECISION:

Authorized settlement of the Workers' Compensation claim of Alberta Goffer-Mauldin, Case No. 08 WC 33163 and subject to the approval of the Illinois Commission, in the amount of \$95,488.88.

DESCRIPTION: In accordance with the provisions of the Workers' Compensation Act, the General Counsel has determined that this settlement is in the Board's best interests.

LSC REVIEW: Local school council approval is not applicable to this report.

AFFIRMATIVE ACTION STATUS: Not applicable.

FINANCIAL: Charge to Workers' Compensation Fund - General Fixed Charges Account #12470-210-

57605-119004-000000 \$95,488.88

PERSONNEL IMPLICATIONS: None

# **GENERAL CONDITIONS:**

Inspector General – Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts — The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board member during the one year period following expiration or other termination of their terms of office.

Indebtedness – The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics – The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

#### 10-0324-AR5

# WORKERS' COMPENSATION - PAYMENT FOR LUMP SUM SETTLEMENT FOR EUGENE RODRIGUEZ - 06 WC 25550

#### THE GENERAL COUNSEL REPORTS THE FOLLOWING DECISION:

Authorized settlement of the Workers' Compensation claim of Eugene Rodriguez, Case No. 06 WC 25550 and subject to the approval of the Illinois Commission, in the amount of \$107,551.72.

DESCRIPTION: In accordance with the provisions of the Workers' Compensation Act, the General Counsel has determined that this settlement is in the Board's best interests.

LSC REVIEW: Local school council approval is not applicable to this report.

AFFIRMATIVE ACTION STATUS: Not applicable.

FINANCIAL: Charge to Workers' Compensation Fund - General Fixed Charges Account #12470-210-

PERSONNEL IMPLICATIONS: None

#### **GENERAL CONDITIONS:**

Inspector General – Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board member during the one year period following expiration or other termination of their terms of office.

Indebtedness – The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics – The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

# 10-0324-AR6

# WORKERS' COMPENSATION - PAYMENT FOR LUMP SUM SETTLEMENT FOR NORVEL WEST - 97 WC 59599

#### THE GENERAL COUNSEL REPORTS THE FOLLOWING DECISION:

Authorized settlement of the Workers' Compensation claim of Norvel West, Case No. 97 WC 59599 and subject to the approval of the Illinois Commission, in the amount of \$320,000.00.

DESCRIPTION: In accordance with the provisions of the Workers' Compensation Act, the General Counsel has determined that this settlement is in the Board's best interests.

LSC REVIEW: Local school council approval is not applicable to this report.

AFFIRMATIVE ACTION STATUS: Not applicable.

FINANCIAL: Charge to Workers' Compensation Fund - General Fixed Charges Account #12470-210-

57605-119004-000000 \$320,000.00

PERSONNEL IMPLICATIONS: None

## **GENERAL CONDITIONS:**

Inspector General – Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board member during the one year period following expiration or other termination of their terms of office.

Indebtedness – The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics – The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

## 10-0324-AR7

# PERSONAL INJURY - PAYMENT FOR LUMP SUM SETTLEMENT FOR SHINY HARIDAS - 08 L 003890

## THE GENERAL COUNSEL REPORTS THE FOLLOWING DECISION:

Authorized settlement of the Personal Injury claim of Shiny Haridas vs. Chicago Board of Education, Case No. 08 L 003890 for \$115,000.00.

DESCRIPTION: The General Counsel has determined that this settlement is in the Board's best interest.

LSC REVIEW: Local school council approval is not applicable to this report

AFFIRMATIVE ACTION STATUS: Not applicable

FINANCIAL: Charge to Litigated Tort Claims:
Account #12470-210-57605-119004-000000 \$115,000.00

PERSONNEL IMPLICATIONS: None

## **GENERAL CONDITIONS:**

Inspector General ~ Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board member during the one year period following expiration or other termination of their terms of office

Indebtedness – The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics – The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

## 10-0324-AR8

# PERSONAL INJURY - AUTHORIZE PAYMENT OF SETTLEMENT FOR DYANA PISANI

# THE GENERAL COUNSEL REPORTS THE FOLLOWING DECISION:

Authorize settlement of the personal injury pre-suit of Dyana Pisani vs. Chicago Board of Education, for \$80,000.00.

DESCRIPTION: The General Counsel has determined that this settlement is in the Board's best interests

LSC REVIEW: Local school council approval is not applicable to this report.

AFFIRMATIVE ACTION STATUS: Not applicable.

FINANCIAL: Charge to Litigated Tort Claims: Account #12470-210-57605-119004-000000

.....\$80,000.00

PERSONNEL IMPLICATIONS: None

#### **GENERAL CONDITIONS:**

Inspector General – Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts — The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board member during the one year period following expiration or other termination of their terms of office

Indebtedness – The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics – The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

## 10-0324-AR9

# APPROVE SETTLEMENT FOR TENURED TEACHER LESLIE UMBLES' BACK PAY AND OTHER REMUNERATION

#### THE GENERAL COUNSEL REPORTS THE FOLLOWING:

**DESCRIPTION:** The General Counsel and Leslie Umbles have tentatively agreed to a settlement resolving all back pay and related matters.

On January 22, 2009, Illinois State Board of Education Hearing Officer Lisa Salkovitz Kohn ordered that teacher Leslie Umbles be reinstated to her teaching position with full back pay and all attendant benefits. The Board reinstated Leslie Umbles to a teaching position in April 2009 and reimbursed her for all lost sick and vacation days.

After taking into consideration all amounts received in mitigation of her losses, the parties have reached a tentative agreement to pay the following amounts to Umbles:

- a) Back pay amount of \$138,142.54, less legally required deductions;
- b) Pension contribution of approximately \$9,670.00

This is a fair and just resolution to this case.

Total Amount: \$138,142,54, plus a pension contribution of approximately \$9,670.00

LSC REVIEW: LSC approval is not applicable to this report.

AFFIRMATIVE ACTION STATUS: Affirmative Action review is not applicable to this report.

FINANCIAL: Charge \$138,142.54 plus an approximate pension contribution of \$9,670.00 to Law

Department Budget Classification Fiscal Year 2010 ... 12470-115-54530-231122-000000

**AUTHORIZATION:** Authorize the General Counsel to execute the payment and all ancillary documents related thereto.

## **GENERAL CONDITIONS:**

Inspector General – Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board member during the one year period following expiration or other termination of their terms of office.

Indebtedness – The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics – The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

The Secretary called the roll and the vote was as follows:

Yeas: Ms. Ward, Mr. Bobins, Ms. Muñana, Dr. Butt, Ms. Davis, and President Richardson-Lowry - 6

Nays: None

President Richardson-Lowry thereupon declared Board Reports 10-0324-AR3 through 10-0324-AR9 adopted.

10-0324-EX10

# WARNING RESOLUTION – VERONICA GRIFFIN TENURED TEACHER, ASSIGNED TO OFFICE OF HUMAN RESOURCES

#### TO THE CHICAGO BOARD OF EDUCATION

## THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

That the Chicago Board of Education adopts a Warning Resolution for Veronica Griffin, and that a copy of the Board Report and Warning Resolution be served upon Veronica Griffin.

**DESCRIPTION:** 

Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of the State of Illinois, the Rules of the Board of Education of the City of Chicago, and Board Report 04-0728-P01, a Warning Resolution shall be adopted and issued to Veronica Griffin, tenured teacher, to inform her that she has engaged in unsatisfactory conduct.

The conduct outlined in the Warning Resolution will result in the preferring of dismissal charges against Veronica Griffin, pursuant to the Statute, if said conduct is not corrected immediately, and maintained thereafter in a satisfactory fashion following receipt of the Warning Resolution. A directive for improvement of this conduct is contained in the Warning Resolution.

LSC REVIEW: LSC review is not applicable to this report.

AFFIRMATIVE

ACTION REVIEW: None

FINANCIAL: This action is of no cost to the Board

**PERSONNEL** 

IMPLICATIONS: None.

# WARNING RESOLUTION – NOWELL HERR TENURED TEACHER, SCHUBERT ELEMENTARY SCHOOL

#### TO THE CHICAGO BOARD OF EDUCATION:

#### THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

That the Chicago Board of Education adopts the Warning Resolution for Nowell Herr and that a copy of this Board Report and Warning Resolution be served upon Nowell Herr.

**DESCRIPTION:** 

Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of the State of Illinois, the Rules of the Board of Education of the City of Chicago, and Board Report 04-0728-P01, a Warning Resolution must be adopted and issued to Nowell Herr, to inform her that she has engaged in unsatisfactory conduct.

The conduct outlined in the Warning Resolution will result in the preferring of dismissal charges against Nowell Herr pursuant to the Statute, if said conduct is not corrected immediately, and maintained thereafter in a satisfactory fashion following receipt of the Warning Resolution. Directives for improvement of this conduct are contained in the Warning Resolution.

LSC REVIEW: LSC review is not applicable to this report

**AFFIRMATIVE** 

ACTION REVIEW: None.

FINANCIAL: This action is of no cost to the Board

**PERSONNEL** 

IMPLICATIONS: None

# 10-0324-EX12

# WARNING RESOLUTION – JEANNE KRICHBAUM TENURED TEACHER, NATHAN DAVIS ELEMENTARY SCHOOL

#### TO THE CHICAGO BOARD OF EDUCATION:

# THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

That the Chicago Board of Education adopts the Warning Resolution for Jeanne Krichbaum and that a copy of this Board Report and Warning Resolution be served upon Jeanne Krichbaum.

**DESCRIPTION:** 

Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of the State of Illinois, the Rules of the Board of Education of the City of Chicago, and the Employee Discipline and Due Process Policy, Board Report 04-0728-PO1, a Warning Resolution must be adopted and issued to Jeanne Krichbaum, Teacher, to inform her that she has engaged in unsatisfactory conduct.

The conduct outlined in the Warning Resolution will result in the preferring of dismissal charges against Jeanne Krichbaum pursuant to the Statute, if said conduct is not corrected immediately, and maintained thereafter in a satisfactory fashion following receipt of the Warning Resolution Directives for improvement of this conduct are contained in the Warning Resolution.

LSC REVIEW: LSC review is not applicable to this report

AFFIRMATIVE

ACTION REVIEW: None

FINANCIAL: This action is of no cost to the Board

**PERSONNEL** 

IMPLICATIONS: None

#### 10-0324-EX13

# WARNING RESOLUTION – BARBARA SALAS TENURED TEACHER, GALLISTEL LANGUAGE ACADEMY

#### TO THE CHICAGO BOARD OF EDUCATION:

## THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

That the Chicago Board of Education adopts the Warning Resolution for Barbara Salas and that a copy of this Board Report and Warning Resolution be served upon Barbara Salas.

#### **DESCRIPTION:**

Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of the State of Illinois, the Rules of the Board of Education of the City of Chicago, and the Employee Discipline and Due Process Policy. Board Report 04-0728-PO1, a Warning Resolution must be adopted and issued to Barbara Salas, Teacher, to inform her that she has engaged in unsatisfactory conduct.

The conduct outlined in the Warning Resolution will result in the preferring of dismissal charges against Barbara Salas pursuant to the Statute, if said conduct is not corrected immediately, and maintained thereafter in a satisfactory fashion following receipt of the Warning Resolution. Directives for improvement of this conduct are contained in the Warning Resolution

LSC REVIEW: LSC review is not applicable to this report.

**AFFIRMATIVE** 

ACTION REVIEW: None

FINANCIAL: This action is of no cost to the Board

**PERSONNEL** 

IMPLICATIONS: None.

President Richardson-Lowry indicated that if there were no objections, Board Reports 10-0324-EX10 through 10-0324-EX13 would be adopted by the last favorable roll call vote, all members present voting therefore.

President Richardson-Lowry thereupon declared Board Reports 10-0324-EX10 through 10-0324-EX13 adopted.

#### 10-0324-EX14

# REMOVE AND REPLACE THE PRINCIPAL OF BETSY ROSS ELEMENTARY SCHOOL AND TERMINATE THE PRINCIPAL'S CONTRACT

#### THE CHIEF EXECUTIVE OFFICER RECOMMENDS:

That the principal of Betsy Ross Elementary School ("Ross"), Joy E. Pilcher, be removed and replaced pursuant to Section 34-8.3(d) of the Illinois School Code and that her contract be terminated pursuant to Section V of the Board's Uniform Principal's Performance Contract.

#### DESCRIPTION:

#### I. Legal Framework

The Illinois School Code grants the Chief Executive Officer of the Chicago Public Schools ("CEO") the authority to place schools on probation to correct deficiencies in their academic performance (105 ILCS 5/34-8.3). The Illinois School Code further grants the Chicago Board of Board ('Board') the authority to establish guidelines to determine the factors for placing an attendance center on probation. 105 ILCS 5/34-8.3(b)(4).

Pursuant to that authority, the Board has in place policies under which Ross was placed on probation. The Board recently adopted the "School Performance, Remediation and Probation Policy for the 2009-2010 School Year," (Board Report 09-0624-PO1) and Ross will remain on Probation in accord with the terms of that policy.

The School Code provides that when a school on probation fails to make adequate progress to correct deficiencies within one year, the CEO, with the approval of the Board and after an opportunity for a hearing, may remove and replace the school's principal. 105 ILCS 5/34-8.3(d)(1). Pursuant to Section V of the Board's Uniform Principal's Performance Contract, a principal's contract may be terminated before the expiration of its four-year term based upon the principal's removal pursuant to Section 34-8.3(d)

## II. Hearing on Principal Removal

Pursuant to the "Guidelines for the Removal and Replacement of Principals of Schools on Probation for the 2009-2010 School Year" and the "Procedures Governing Principal Removal Hearings", Joy E. Pilcher, Ross's principal, and the Ross Local School Council (LSC) were duly notified that the CEO was contemplating the removal of Joy E. Pilcher as principal pursuant to Section 34-8.3(d) to further the school's educational improvement. Ms. Margaret Fitzpatrick, Esq., an independent hearing officer, presided over the Ross principal removal hearing on Tuesday, February 9, 2010, in an efficient and impartial manner.

The Law Department, representing the CEO, presented the statements of the Area 13 Chief Area Officer and the Chief Officer of Research, Evaluation and Accountability as well as documentation to support a recommendation to remove Joy E. Pilcher as Ross's principal to the hearing officer. The hearing was uncontested.

The hearing officer has submitted a written report to the CEO summarizing all relevant evidence offered during the hearing, making findings of fact, and recommending the removal of Joy E. Pilcher as the principal of Ross.

#### III. Chief Executive Officer's Recommendation

The CEO has reviewed the Hearing Officer's findings of fact and recommendation and hereby recommends that Joy E. Pilcher be removed and replaced as the principal of Ross effective at the end of the 2009-2010 academic school year. The CEO further recommends that Joy E. Pilcher's Uniform Principal's Performance Contract, with a term beginning July 1, 2007, and ending June 30, 2011, be terminated effective June 30, 2010. These recommendations are based upon the following factors:

- A. Ross Elementary School has a history of poor performance. Ross Elementary School has been on probation for the past 14 school years, including the 2009-2010 school year. Ms. Pilcher has served as principal at Ross since 2003.
- B. In each subject on the ISAT, the gap between Ross and the district average has remained high and has been widening. After the 2005-06 school year, when the District as a whole showed large improvements in the percentage of students meeting or exceeding state standards, the District has continued to improve, from 61.8% on the ISAT composite in the 2005-2006 academic year to 69.8% in the 2008-2009 academic year; an increase of 8 percentage points. Over that same period of time, the scores of Ross have increased by a smaller margin, from 37.4% to 40.2%, an increase of 2.8 percentage points.
- C. In addition to standardized test scores, the CPS Performance Policy evaluates schools on attendance rate. The attendance rate for Ross has been consistently lower than the District average. In 2008-2009, the attendance rate at Ross was 90%. Since the 2001-2002 school-year, the attendance rate at Ross has not exceeded 91%, and has in some years been below 90%. Since the 2004-05 school-year, the District average for elementary schools has been consistently above 94% and was 94.5% in 2008-2009.

If the Board adopts the CEO's recommendation to remove the Ross principal, the following actions will occur:

- The CEO will appoint an interim principal for Ross, based upon the recommendations of the Chief Education Officer. The interim principal will serve at the pleasure of the CEO; and
- The LSC shall have no authority to select a new four-year contract principal until Ross makes sufficient academic progress to be removed from probation.

LSC REVIEW: LSC approval is not applicable to this report.

FINANCIAL: The interim principal position will be filled at a cost within current budget appropriations

**PERSONNEL IMPLICATIONS:** An Interim Principal will be selected, who will serve at the pleasure of the CEO. Until the school comes off probation, the Local School Council of Ross will have no authority to select a new four-year contract principal, until the school comes off probation as required by Board Policy.

President Richardson-Lowry indicated that if there were no objections, Board Report 10-0324-EX14 would be adopted by the last favorable roll call vote, all members present voting therefore.

# President Richardson-Lowry thereupon declared Board Report 10-0324-EX14 adopted.

#### 10-0324-RS13

## RESOLUTION BY THE BOARD OF EDUCATION OF THE CITY OF CHICAGO REGARDING THE REMOVAL AND REPLACEMENT OF THE PRINCIPAL OF BETSY ROSS ELEMENTARY SCHOOL AND THE TERMINATION OF THE PRINCIPAL'S CONTRACT

WHEREAS, the Illinois School Code grants the Board authority to establish guidelines to determine the factors for placing an attendance center on probation (105 ILCS 5/34-8.3(b));

WHEREAS, pursuant to that authority, the Board adopted the "School Performance, Remediation and Probation Policy for the 2009-2010 School Year," (Board Report 09-0624-POZ) in June 2009.

WHEREAS, pursuant to said policy, Betsy Ross Elementary School (Ross) was placed on probation for the 2009-2010 school year with the school having been on probation for the last fourteen (14) years;

WHEREAS, the Illinois School Code further provides that when a probation school fails to make adequate progress to correct deficiencies within one year, the Chief Executive Officer (CEO), with the approval of the Board and after an opportunity for a hearing, may remove and replace the probation school's principal (105 ILCS 5/34-8.3(d));

**WHEREAS**, pursuant to Section V of the Board's Uniform Principal's Performance Contract, a principal's contract may be terminated before the expiration of its four-year term based upon the principal's removal pursuant to Section 5/34-8.3(d);

WHEREAS, a hearing was held on February 9, 2010, to consider whether the principal of Ross, Joy E. Pilcher, should be removed due to the school's failure to make adequate progress in correcting its academic deficiencies;

WHEREAS, an independent hearing officer has submitted a written report to the CEO summarizing all relevant evidence offered during the hearing, making findings of fact and recommending the removal of the Betsy Ross Elementary School principal.

WHEREAS, the CEO has reviewed the Hearing Officer's findings of fact and recommendation and has recommended that Joy E. Pilcher be removed and replaced as the principal of Betsy Ross Elementary School and that Joy E. Pilcher's four-year principal's contract, with an effective date of July 1 2007, be terminated;

WHEREAS, it is the opinion of the Board of Education of the City of Chicago that it is in the best interests of the Chicago Public Schools to remove and replace Joy E. Pilcher as principal of Betsy Ross Elementary School and to terminate Joy E. Pilcher's principal's contract;

NOW THEREFORE, be it resolved by the Board of Education of the City of Chicago, as follows:

<u>Section 1</u>: After considering the recommendation of the CEO, as well as the supporting findings of fact and recommendation of the hearing officer, and after a thorough review of the entire record of the principal removal hearing, that the Board of Education of the City of Chicago adopts the findings of the hearing officer and accepts the recommendation of the CEO.

<u>Section 2</u>: That Joy E. Pilcher be removed and replaced as principal of Ross and her principal's contract be terminated effective June 30, 2010.

Section 3: This Resolution shall take full force and effect upon its adoption.

**THEREFORE**, this Resolution is hereby adopted/rejected by the members of the Board of Education of the City of Chicago on March 24, 2010.

## 10-0324-RS14

# RESOLUTION BY THE BOARD OF EDUCATION OF THE CITY OF CHICAGO REGARDING THE DISMISSAL OF PATRICIA CRAIG, TENURED TEACHER, ASSIGNED TO MCNAIR ELEMENTARY SCHOOL

WHEREAS, pursuant to Section 34-85 of the Illinois School Code, 105 ILCS 5/34-85, a hearing was conducted before an impartial hearing officer, Robert Perkovich, appointed by the Illinois State Board of Education; and

WHEREAS, after the conclusion of the dismissal hearing afforded Patricia Craig, the hearing officer made written findings of fact and conclusions of law, and recommended the dismissal of Patricia Craig; and

WHEREAS, the Board of Education of the City of Chicago has reviewed the post-hearing briefs and hearing transcript and exhibits ("record"), along with the findings of fact, conclusions of law, and recommendation of Hearing Officer Perkovich regarding the dismissal charges preferred against Patricia Craig; and

WHEREAS, the parties were given an opportunity to submit exceptions and a memorandum of law in support of or in opposition to the Board's adoption of Hearing Officer Craig's recommendation, and

WHEREAS, the Board of Education of the City of Chicago finds that the facts constitute cause and grounds for Patricia Craig's dismissal; and

WHEREAS, it is the opinion of the Board of Education of the City of Chicago that Patricia Craig be dismissed:

NOW THEREFORE, be it resolved by the Board of Education of the City of Chicago, as follows:

Section 1: After considering (a) the hearing officer's findings of fact, conclusions of law, and recommendation, (b) the record of the dismissal hearing, and (c) any exceptions and memorandum of law submitted by the parties, the Board of Education of the City of Chicago adopts the recommendation of the hearing officer.

Section 2: Patricia Craig is hereby dismissed from her employment with the Board of Education of the City of Chicago.

Section 3: This Resolution shall take full force and effect upon its adoption.

**THEREFORE**, this Resolution is hereby adopted/rejected by the members of the Board of Education of the City of Chicago on March 24, 2010.

#### 10-0324-RS15

## RESOLUTION BY THE BOARD OF EDUCATION OF THE CITY OF CHICAGO REGARDING THE DISMISSAL OF BEATRIZ LEBRON, TENURED TEACHER ASSIGNED TO JAMES MONROE ELMENTARY SCHOOL

WHEREAS, pursuant to Section 34-85 of the Illinois School Code, 105 ILCS 5/34-85, Beatriz Lebron and her representative were sent dismissal charges on or about December 23, 2009. These dismissal charges alleged, among other things, that Beatriz Lebron failed to possess a valid teaching certificate; and

WHEREAS, a pre-suspension hearing was held on January 4, 2010, at which time Beatriz Lebron was informed as to the nature of the charges and specifications against her.

WHEREAS, pursuant to Section 34-85 of the Illinois School Code, 105 ILCS 5/34-85, Beatriz Lebron had ten (10) days from the receipt of the dismissal charges to formally request a State Board hearing:

WHEREAS, neither Beatriz Lebron nor anyone on her behalf requested a hearing as required by Section 34-85 of the Illinois School Code, 105 ILCS 5/34-85; and

WHEREAS, the Board of Education of the City of Chicago has reviewed this matter and finds that sufficient cause exists for Beatriz Lebron's dismissal.

NOW THEREFORE, be it resolved by the Board of Education of the City of Chicago, as follows:

- 1. Dismissal charges were sent to the last known address of Beatriz Lebron on or about December 23, 2009. Beatriz Lebron was present in person and represented by a Chicago Teachers Union representative at a pre-suspension hearing on January 4, 2010, at which time Beatriz Lebron and her representative were apprised as to the nature of the dismissal charges and specifications.
- 2. Neither Beatriz Lebron nor anyone on her behalf requested a State Board hearing as required by Section 34-85 of the Illinois School Code, 105 ILCS 5/34-85.
- 3. The specifications contained in the dismissal charges are deemed admitted by Beatriz Lebron and the Board makes the following factual findings:
  - a. During all relevant time periods, Beatriz Lebron was a teacher assigned to James Monroe Elementary School.
  - b. On or about June 30, 2008, Beatriz Lebron's teaching certificate, certificate number 2004950 expired.

- c. Between July 1, 2008, through January 4, 2010, Beatriz Lebron worked as a teacher and received a teacher's salary from the Board of Education in violation of state law, Board rules and policies.
- d. Certification is a statutory pre-requisite to the performance of Beatriz Lebron's duties and Beatriz Lebron is ineligible to be a teacher for the Chicago Public Schools.
- 4. The Board concludes that Beatriz Lebron's conduct violated Sections 5-3, 5-15, and 5-17 of the Board's Employee Due Process and Discipline Policy, Board Rules 4-3(a) and 4-4(d), 105 ILCS 5/21-1 et seq. and 23 III.Admin.Code Pts. 25, 26, 27 and 28.
- 5. The Board finds that there is just cause to dismiss Beatriz Lebron from Board employment as tenured teacher.
- 6. Beatriz Lebron is hereby dismissed from her employment with the Board of Education of the City of Chicago.
  - This Resolution shall take full force and effect upon its adoption.

**THEREFORE**, this Resolution is hereby adopted/rejected by the members of the Board of Education of the City of Chicago on March 24, 2010.

#### 10-0324-RS16

#### RESOLUTION BY THE BOARD OF EDUCATION OF THE CITY OF CHICAGO REGARDING THE DISMISSAL OF CHRIS PRUITT, TENURED TEACHER, ASSIGNED TO GEORGE WASHINGTON HIGH SCHOOL

WHEREAS, pursuant to Section 34-85 of the Illinois School Code, 105 ILCS 5/34-85, a hearing was conducted before an impartial hearing officer, Peter Meyers, appointed by the Illinois State Board of Education; and

WHEREAS, after the conclusion of the dismissal hearing afforded Chris Pruitt, the hearing officer made written findings of fact and conclusions of law, and recommended the dismissal of Chris Pruitt; and

WHEREAS, the Board of Education of the City of Chicago has reviewed the post-hearing priefs, hearing transcript, and exhibits ("record"), along with the findings of fact, conclusions of law, and recommendation of the hearing officer regarding the dismissal charges preferred against Chris Pruitt, and

WHEREAS, the Board of Education of the City of Chicago finds that the facts constitute cause and grounds for his dismissal; and

WHEREAS, it is the opinion of the Board of Education of the City of Chicago that Chris Pruitt be dismissed;

NOW THEREFORE, be it resolved by the Board of Education of the City of Chicago, as follows:

Section 1: After considering the hearing officer's findings of fact, conclusions of law, and

recommendation, and after a thorough review of the entire record of the dismissal hearing, the Board of Education of the City of Chicago adopts the recommendation of the hearing officer, except as noted in the Board's Opinion

and Order adopted under separate cover.

Section 2: Chris Pruitt is hereby dismissed from his employment with the Board of

Education of the City of Chicago.

Section 3: This Resolution shall take full force and effect upon its adoption.

**THEREFORE**, this Resolution is hereby adopted/rejected by the members of the Board of Education of the City of Chicago on March 24, 2010, and in connection with an Opinion and Order that is adopted under separate cover.

# 10-0324-RS17

# RESOLUTION APPROVING CHIEF EXECUTIVE OFFICER'S RECOMMENDATION TO DISMISS EDUCATIONAL SUPPORT PERSONNEL

WHEREAS, on March 9, 2010, the Chief Executive Officer submitted a written recommendation, including the reasons for the recommendation, to the Board to dismiss the following educational support personnel's pursuant to Board Policy 04-0728-PO1:

Name School Effective Date

Paul Paylovic Lawndale Community Academy March 24, 2010

Willie Stingley	School of the Arts High School	March 24, 2010
Daniel Thomas	Austin Poly-Technical Academy	March 24, 2010

WHEREAS, the Chief Executive Officer followed the procedures established by him prior to making the recommendation:

WHEREAS, the Board has reviewed the reasons for the Chief Executive Officer's recommendation;

WHEREAS, the Chief Executive Officer or his designee has previously notified the affected educational support personnel's of their pending dismissal;

NOW, THEREFORE, BE IT RESOLVED:

- 1. That pursuant to Board Policy 04-0728-PO1, the above-referenced educational support personnel's are dismissed from Board employment effective on the date set opposite their names.
- 2. The Board hereby approves all actions taken by the Chief Executive Officer or his designee to effectuate the dismissal of the above-named educational support personnel's.
- 3. The Chief Executive Officer or designee shall notify the above-named educational support personnel's of their dismissal.

#### 10-0324-RS18

# RESOLUTION APPROVING CHIEF EXECUTIVE OFFICER'S RECOMMENDATION TO DISMISS PROBATIONARY APPOINTED TEACHERS

WHEREAS, on March 9, 2010, the Chief Executive Officer submitted written recommendations, including the reasons for the recommendations, to the Board to dismiss the following probationary appointed teachers pursuant to Board Rule 4-7b.2(b) and 105 ILCS 5/34-84:

<u>Name</u>	School	Effective Date
Maria De Lourdes Fernandez	Sandoval School	March 24, 2010
Trina Hermanson	Rufus M Hitch School	March 24, 2010
Bryan LeClaire	George Westinghouse High School	March 24, 2010
Min-Hung Lee	Pershing East Magnet School	March 24, 2010
Cezar Simeon	Henry D Lloyd School	March 24, 2010

WHEREAS, the Chief Executive Officer followed the procedures established by him prior to making the recommendation:

WHEREAS, the Board has reviewed the reasons for the Chief Executive Officer's recommendation,

WHEREAS, the Chief Executive Officer or his designee has previously notified the affected probationary appointed teachers of their pending dismissal;

NOW, THEREFORE, BE IT RESOLVED:

- 1. That pursuant to Board Rule 4-7b.2(b) and 105 ILCS 5/34-84, the above-referenced probationary appointed teachers are dismissed from Board employment effective on the date set opposite their names.
- 2. The Board hereby approves all actions taken by the Chief Executive Officer or his designee to effectuate the dismissal of the above-named probationary appointed teachers.
- 3. The Chief Executive Officer or designee shall notify the above-named probationary appointed teachers of their dismissal.

# The Secretary presented the following Statement for the Public Record:

I would like to note for the record that on March 9, 2010 the Board Members and the Office of the Board received the CEO'S Recommendation to Dismiss Probationary Appointed Teachers Pursuant to Board Rule 4-7b.2(b) and 105 ILCS 5/34-84. His recommendation included the names of the Teachers affected and the reasons for his recommendation. He also noted that the Teachers affected will be notified of their dismissal after adoption of this resolution.

# RESOLUTION AUTHORIZING THE HONORABLE TERMINATION OF REGULARLY CERTIFIED AND APPOINTED TEACHERS

WHEREAS, the Chicago Board of Education ("Board") has the power under Sections 34-8.1, 34-16 and 34-84 of the Illinois School Code (105 ILCS 5/34-1, et. seq.) to lay off employees; and

WHEREAS, the Board has the power under Section 34-18(31) of the Illinois School Code to promulgate rules establishing procedures governing the layoff or reduction in force of employees, and

WHEREAS, the Board has the power under Section 34-19 of the Illinois School Code to delegate to the Chief Executive Officer ("CEO") the authorities granted to the Board provided that such delegation and appropriate oversight procedures are made pursuant to Board by-laws, rules, regulations, adopted pursuant to Section 34-19 of the Illinois School Code; and

WHEREAS, the Board, pursuant to the above articulated powers, promulgated its Policy Regarding Reassignment and Layoff of Regularly Appointed and Certified Teachers ("Reassignment Policy") on July 23, 1997 and amended from time to time thereafter, including in Board Report 07-1219-PO-1; and

WHEREAS, the Board has delegated its power to layoff tenured teachers in accordance with the Reassignment Policy to the CEO under Board Rules 2-27(c) and 4-6; and

WHEREAS, the Reassignment Policy provides that teachers honorably terminated under its provisions, who are rehired in a permanent teaching position within two school years after their honorable termination, shall have their tenure and prior seniority restored as of the date of rehire; and

WHEREAS, the employee(s) identified on Attachment A were removed from the attendance center to which they were assigned pursuant to Section 2 of the Reassignment Policy, and the Chief Executive Officer directed that each employee receive a notice of removal and each employee did receive said notice; and

WHEREAS, all of the identified employees failed to secure a permanent appointment within at least 10 school months after they received their notice of removal and the Chief Executive Officer directed that each of the identified employees receive at least 14 days' notice that they would be honorably terminated from service and each employee has received said notice.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CHICAGO BOARD OF EDUCATION as follows:

- That the employee(s) listed on Attachment A are honorably terminated from service effective on the date of honorable termination indicated on Attachment A, pursuant to the Board's Reassignment Policy.
- That those employee(s) listed on Attachment A, who were tenured at the time of their honorable termination, shall have their tenure and full seniority restored without further formal Board action, if they are rehired by the Board to a permanent teaching position within two (2) years of the date of their honorable termination.

That this Resolution shall be effective upon adoption, and shall replace all prior resolutions or other Board actions that are in conflict herewith.

#### **ATTACHMENT A**

# REASSIGNED TEACHERS SCHEDULED FOR HONORABLE TERMINATION

First Name	Last Name	Termination Date
Janice	Corriero	March 25, 2010
Maria Del Mar	Tejeiro-Hernandez	March 27, 2010
David	Horton	April 13, 2010

President Richardson-Lowry indicated that if there were no objections, Board Reports 10-0324-RS13 through 10-0324-RS19 would be adopted by the last favorable roll call vote, all members present voting therefore.

President Richardson-Lowry thereupon declared Board Reports 10-0324-RS13 through 10-0324-RS19 adopted.

# AMEND BOARD REPORT 10-0224-0P7 APPROVE ENTERING INTO A LEASE AGREEMENT WITH THE CITY OF CHICAGO FOR THE LAND AND BUILDING LOCATED AT 363 W. HILL STREET (BYRD SCHOOL)

#### THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into a lease agreement with the City of Chicago for the land and building located at 363 W. Hill Street, Chicago, Illinois. A written lease agreement is currently being negotiated. The City shall not take possession of the premises nor shall any leasehold estate be created prior to the execution of the written lease agreement and receipt of insurance as required by the Board's Bureau of Risk Management, and execution of an intergovernmental The lease agreement shall be in a form acceptable to the Board in which Tenant agrees to use its best efforts to provide tax increment financing ("TIF") funding to pay the cost of the construction of a new school facility for Jones College Preparatory High School in an amount not to exceed \$125,000,000. If the City cannot provide TIF funding for Jones, the Board shall have the right to receive the appraised value of Byrd School (\$5,300,000) plus interest

The authority granted herein shall automatically rescind in the event the lease is not executed within 120 days of the date of this <u>amended</u> Board Report. Information pertinent to the lease agreement is stated below.

TENANT: The City of Chicago

121 N. LaSalle Street Chicago, IL 60602 Contact Person: Steve Holler

Phone: 312-744-6934

LANDLORD: Board of Education of the City of Chicago

**PREMISES:** The premises shall consist of the land and building located at 363 W. Hill Street, as more fully Described in Exhibit A attached hereto (the "Premises"). The Premises are being leased on an "As Is" basis.

**TERM:** The term of the lease agreement shall commence on the date the agreement is fully executed and shall end 99 years thereafter.

**USE:** The Tenant may use the Premises for any lawful purpose. The Tenant shall have the right to demolish the existing building and improve the Premises in any manner it sees fit without approval from the Landlord

**RENT:** The rent for the Term of the Lease shall be \$1.00 per annum plus the consideration specified below.

**RELATED EXPENSES:** The Tenant shall be responsible for any and all costs and expenses of any kind related to the Premises, including, but not limited to, real estate taxes, utilities, environmental matters, demolition, construction and all matters related to operating and maintaining any buildings or structures on the Premises.

**ASSIGNMENT/SUB-LEASE:** The Tenant shall have the right, with Landlord's approval, to assign or sub-lease the Premises to any lawful entity for any lawful purpose and use.

RIGHT OF ENTRY: Pending the execution of the Lease Agreement and approval of the required insurance by the Board's Bureau of Risk Management, Landlord shall grant Tenant, its contractors and/or designees, the right to enter upon and occupy the Premises and perform all rights Tenant will have under the Lease, all at the sole cost and risk of Tenant.

**OWNERSHIP OF IMPROVEMENTS UPON THE PREMISES:** At the termination of the Lease due to expiration of the Lease Term or termination of the Lease due to default or breach by the Tenant, the improvements upon the Premises shall become the sole property of the Landlord and Tenant shall cease to have any ownership rights or leasehold rights in the Premises.

CONSIDERATION: As and for consideration of this Lease, Tenant shall use its best efforts to pay the cost of the construction of a new school facility for Jones College Preparatory High School in an amount not to exceed \$125,000,000 in tax increment financing funding on or before December 31, 2014. If the City cannot provide the \$125,000,000 in TIF funding by December 31, 2014, the Board shall have the option of receiving the appraised value of the Byrd School (\$5,300,000) plus interest from the date of the Lease. As a condition of closing, the Tenant shall memorialize the tax increment financing obligation in an intergovernmental the Byrd Lease agreement acceptable to the Board.

**INSURANCE/INDEMNIFICATION:** Tenant shall provide adequate insurance at all times as specified in the Lease Agreement and Right of Entry as required by the Board's Bureau of Risk Management. Indemnification language shall be negotiated by the General Counsel.

**AUTHORIZATION:** Authorize the General Counsel to include other relevant terms and conditions in the written lease agreement. Authorize the President and Secretary to execute the lease agreement. Authorize the General Counsel to execute all ancillary documents required to administer or effectuate this lease agreement including any and all Right of Entry Agreements. Authorize the General Counsel and

Chief Financial Officer to perform all actions necessary to secure the additional \$125 Million in TIF funding from the City for the new Jones College Preparatory High School.

AFFIRMATIVE ACTION: Exempt.

LSC REVIEW: Local School Council approval is not applicable to this report.

FINANCIAL: Credit Rent to the General Fund.

#### **GENERAL CONDITIONS:**

Inspector General – Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness – The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement

Ethics – The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

# EXHIBIT A PREMISES - BYRD SCHOOL

#### PARCEL 1

LOTS 5 AND 6 (EXCEPT THE SOUTH 10 FEET OF SAID LOTS) ALSO THE EAST ½ OF VACATED NORTH-SOUTH 15 FOOT WIDE ALLEY LYING WEST AND ADJOINING LOT 6 (EXCEPT SOUTH 10 FEET) ALSO THE SOUTH ½ OF VACATED HILL STREET LYING NORTH AND ADJOINING SAID LOTS 5 AND 6 AND SAID EAST ½ OF VACATED NORTH-SOUTH 15 FOOT WIDE ALLEY ALL IN BLOCK 12 IN JOHNSTON, ROBERTS AND STORR'S ADDITION TO CHICAGO IN SECTION 4. TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

## PARCEL 2:

LOTS 1 TO 9 ALSO THE WEST ½ OF VACATED NORTH-SOUTH 15 FOOT WIDE ALLEY LYING EAST AND ADJOINING LOTS 5 TO 9 AND NORTH OF A LINE 10 FEET NORTH OF THE SOUTH LINE OF LOT 6 EXTEND WEST OF BLOCK 12 OF JOHNSTON, ROBERTS AND STORRS ADDITION TO CHICAGO IN SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN; ALSO THE EAST ½ OF VACATED SEDGWICK STREET LYING WEST AND ADJOINING SAID LOTS 1 TO 9 ALSO THE SOUTH ½ OF VACATED HILL STREET LYING NORTH AND ADJOINING LOT 9 AND SAID WEST ½ OF VACATED NORTH-SOUTH 15 FOOT WIDE ALLEY AND SAID EAST ½ OF VACATED SEDGWICK STREET ALSO THE NORTH ½ OF VACATED WENDELL STREET LYING SOUTH AND ADJOINING LOT 1 AND SAID EAST ½ OF VACATED SEDGWICK STREET, ALL IN BLOCK 11 IN ROGERS SUBDIVISION OF THAT PART OF NORTH EAST ¼ OF THE SOUTH WEST ¼ OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, NORTH OF OAK STREET AND EAST OF SEDGWICK STREET IN COOK COUNTY, ILLINOIS.

PINS: 17-04-415-024-0000 17-04-415-023-0000

(The purpose of this amendment is to include in the Byrd Lease Agreement, the City's commitment to use its best efforts to provide up to a maximum of \$125,000,000 in TIF funding for the construction of a new Jones High School because the intergovernmental Agreement and the amendment to existing TIF Districts needed to provide TIF funding for Jones cannot be completed prior to the date the City needs to take possession of Byrd School.)

President Richardson-Lowry indicated that if there were no objections, Board Report 10-0324-OP6 would be adopted by the last favorable roll call vote, all members present voting therefore.

President Richardson-Lowry thereupon declared Board Report 10-0324-OP6 adopted.

## 10-0224-EX5

#### **DEFERRED**

RELOCATE GEORGE W. TILTON ELEMENTARY SCHOOL, CONSOLIDATE GUGLIELMO MARCONI
ELEMENTARY SCHOOL INTO GEORGE W. TILTON ELEMENTARY SCHOOL AND ADJUST THE
ATTENDANCE AREA FOR THE CONSOLIDATED SCHOOL

## THE CHIEF EXECUTIVE OFFICER RECOMMENDS:

That effective June 30, 2010, the Chicago Board of Education will (1) relocate George W Tilton Elementary School (Unit 6210, School ID 610202) ("Tilton School"), located at 223 North Keeler Avenue, Chicago, Illinois to 230 North Kolmar Avenue, Chicago, Illinois; (2) consolidate Guglielmo Marconi Elementary School (Unit 6590, School ID 610241) ("Marconi School"), located at 230 North Kolmar Avenue, Chicago, Illinois, into Tilton School at 230 North Kolmar Avenue, Chicago, Illinois, it Kolmar Building"); and adjust the attendance area for the consolidated school. Students currently attending Marconi School and not expected to graduate at the end of the current school year will be transferred to Tilton School.

The Chief Executive Officer's proposal to establish the newly consolidated school as a magnet school effective July 1, 2010 will be presented to the Board in a separate Board Report.

#### DESCRIPTION:

Pursuant to the Board of Education's Policy on the Review and Establishment of School Attendance Boundaries, 05-0622-PO1, and the Board of Education's Policy on the Consolidation of Schools, 05-1221-PO1, the Chief Executive Officer of the Chicago Public Schools ("CEO") may recommend to the Board of Education, following a public hearing, changes to attendance area boundaries and the consolidation of schools

Beginning January 19, 2010, the CEO's designee provided notice of a public nearing regarding his proposal to (1) relocate Titton School into the Kolmar Building, (2) consolidate Marconi School into Titton School at the Kolmar Building due to under-enrollment; and (3), establish the newly consolidated school as a magnet school with an attendance area boundary that combines the attendance area boundaries formerly belonging to Titton School and Marconi School. The public hearing was scheduled for February 3, 2010 at 5:30 p.m. at 125 South Clark Street, 5th Floor, Board Chambers, Chicago, Illinois

On January 27, 2010, members of the public were afforded an opportunity to provide public comment to the members of the Board at the Board's regular January 27, 2010 meeting, which was held pursuant to a published notice.

On February 3, 2010, the CEO, through his appointed Hearing Officer, Ed Santiago, Esq., convened a public hearing to receive public comment on his three-part proposal outlined above. Oral and written comments were received from those members of the public who wished to comment. The record of the public hearing was left open until February 4, 2010, at 5:00 p.m., to receive any additional comments that members of the public wished to submit in writing to the hearing officer.

Hearing Officer Santiago issued a report and recommendation to the CEO in which he recommended that the CEO proceed with his proposal to (1) relocate Tilton School into the Kolmar Building, (2) consolidate Marconi School into Tilton School at the Kolmar Building due to under-enrollment, and (3), establish the newly consolidated school as a magnet school with an attendance area boundary that combines the attendance area boundaries formerly belonging to Tilton School and Marconi School

On February 24, 2010, members of the public were afforded an opportunity to provide public comment to members of the Board at the Board's regular February 24, 2010 meeting, which was held pursuant to a published notice.

After reviewing public comments and the hearing officer's report, the CEO determined to proceed in recommending that the Board (1) relocate Tilton School into the Kolmar Building; (2) consolidate Marconi School into Tilton School at the Kolmar Building due to under-enrollment; and establish the newly consolidated school's attendance area boundary that combines the attendance area boundaries formerly belonging to Tilton School and Marconi School as described below. In making these recommendations, the CEO considered the availability of space at the Kolmar building, which is in close proximity to the current Tilton School building. These changes are to be effective July 1, 2010.

Adjust Attendance Area Boundaries for Tilton School (Unit 6210, School ID 610202)

Effective July 1, 2010, Kindergarten through Eighth Grade

Beginning at Kilpatrick Avenue and Lake Street

- · East to Belt RR (at Kenton Avenue)
- North to the Union Pacific RR

- East to Pulaski Road
- · South to Lake Street
- · Southeast to Hamlin Boulevard
- · South to Madison Street
- West to Pulaski Road
- South to Monroe Street
- West to Keeler Avenue
- North to Madison Street
- West to Kildare Avenue
- North to Washington Boulevard
- West to Kilpatrick Avenue
- · North to Starting Point

#### FINANCIAL: None

LSC IMPLICATIONS: Pursuant to the School Consolidation Policy, the Local School Council at Marconi School will be dissolved July 1, 2010 upon the consolidation of Marconi School and Tilton School Local School Council elections are being held in April 2010. Those eligible to run for election at Tilton and those eligible to run at Marconi may run in April 2010 for the Local School Council for the newly consolidated school.

PERSONNEL IMPLICATIONS: These schools will be staffed according to the ratios in the Agreement between the Board of Education of the City of Chicago and the Chicago Teachers Union

# Board Report 10-0224-EX5 was deferred.

# 10-0324-RS1

# RESOLUTION RE: NORTHSIDE COLLEGE PREP HIGH SCHOOL WINNERS OF THE PUBLIC LEAGUE'S 2009 GIRLS SWIMMING CHAMPIONSHIP

WHEREAS, Northside College Prep High School culminated the 2009 swimming season by winning the Chicago Public Schools Girls Swimming Championship on November 8, 2009, at University of Illinois Pavilion; and won back to back girls swimming championships; and,

WHEREAS, the members of the girls swimming team worked together as a cohesive unit and demonstrated excellence, tenacity, dedication and superior prowess; and,

WHEREAS, the superb performance of the team members reflects the excellent training and support received from the Principal, Barry Rogers, Head Coach, Carlos Ceja; Assistant Coach, Ed Stranz, Athletic Director, Andrew Mayer; and,

WHEREAS, the poise and good sportsmanship of the members of the team throughout the season earned the admiration of all and reflect positively upon the school, community and Chicago Public Schools.

**NOW, THEREFORE, BE IT RESOLVED**, that we, the Board President and Members of the Board of Education of the City of Chicago, gathered here this 24<sup>th</sup> day of March 2010, do hereby commend the Northside College Prep Mustangs for the memorable achievement of winning the Public League's 2009 championship.

# 10-0324-RS2

# RESOLUTION RE: WALTER PAYTON HIGH SCHOOL WINNER OF THE PUBLIC LEAGUE'S 2009 GIRLS GOLF CHAMPIONSHIP

WHEREAS, Walter Payton culminated the 2009 volleyball season by winning the Chicago Public Schools Girls Golf Championship on October 3, 2009, at Jackson Park Golf Course; and,

WHEREAS, the members of the girls golf team worked together as a cohesive unit and demonstrated excellence, tenacity, dedication and superior prowess; and,

WHEREAS, the superb performance of the team members reflects the excellent training and support received from the Principal, Ellen Estrada; Head Coach, Jim Kurotsuchi; Athletic Director, Joel Anderson; and,

WHEREAS, the poise and good sportsmanship of the members of the team throughout the season earned the admiration of all and reflect positively upon the school, community and Chicago Public Schools.

**NOW, THEREFORE, BE IT RESOLVED**, that we, the Board President and Members of the Board of Education of the City of Chicago, gathered here this 24<sup>th</sup> day of March 2010, do hereby commend the Walter Payton Grizzlies for the memorable achievement of winning the Public League's 2009 Championship.

# RESOLUTION RE: WALTER PAYTON HIGH SCHOOL WINNERS OF THE PUBLIC LEAGUE'S 2009 GIRLS VOLLEYBALL CHAMPIONSHIP

WHEREAS, Walter Payton culminated the 2009 volleyball season by winning the Chicago Public Schools Girls Volleyball Championship on October 17, 2009, at University of Illinois; and won back to back city championships for the past three years; and,

WHEREAS, the members of the girls volleyball team worked together as a cohesive unit and demonstrated excellence, tenacity, dedication and superior prowess; and,

WHEREAS, the superb performance of the team members reflects the excellent training and support received from the Principal, Ellen Estrada; Head Coach, Joel Anderson, Assistant Coaches; Mark Mocarski, Kyle Yam, Casey Feeney, Athletic Director, Joel Anderson; and,

WHEREAS, the poise and good sportsmanship of the members of the team throughout the season earned the admiration of all and reflect positively upon the school, community and Chicago Public Schools

**NOW, THEREFORE, BE IT RESOLVED**, that we, the Board President and Members of the Board of Education of the City of Chicago, gathered here this 24<sup>th</sup> day of March 2010, do hereby commend the Walter Payton Grizzlies for the memorable achievement of winning the Public League's 2009 Championship.

#### 10-0324-RS4

# RESOLUTION RE: WHITNEY YOUNG HIGH SCHOOL WINNERS OF THE PUBLIC LEAGUE'S 2009 GIRLS CROSS COUNTRY CHAMPIONSHIP

WHEREAS, Whitney Young High School culminated the 2009 cross country season by winning the Chicago Public Schools Girls Cross Country Championship on October 17, 2009, at Washington Park; and, won the state championship, and,

WHEREAS, the members of the girls cross country team worked together as a cohesive unit and demonstrated excellence, tenacity, dedication and superior prowess; and,

WHEREAS, the superb performance of the team members reflects the excellent training and support received from the Principal, Dr. Joyce Kenner; Head Coach, Bob Geiger; Athletic Director, Chris Cassidy; and.

WHEREAS, the poise and good sportsmanship of the members of the team throughout the season earned the admiration of all and reflect positively upon the school, community and Chicago Public Schools.

**NOW, THEREFORE, BE IT RESOLVED,** that we, the Board President and Members of the Board of Education of the City of Chicago, gathered here this 24<sup>th</sup> day of March 2010, do hereby commend the Whitney Young Dolphins for the memorable achievement of winning the Public League's 2009 championship.

#### 10-0324-RS5

# RESOLUTION RE: WHITNEY YOUNG HIGH SCHOOL WINNERS OF THE PUBLIC LEAGUE'S 2009 GIRLS TENNIS CHAMPIONSHIP

WHEREAS, Whitney Young culminated the 2009 tennis season by winning the Chicago Public Schools Girls Tennis Championship on October 10, 2009, at Tuley Park and, has won the Girls Tennis Title for two consecutive years; and,

WHEREAS, the members of the girls tennis team worked together as a cohesive unit and demonstrated excellence, tenacity, dedication and superior prowess; and,

WHEREAS, the superb performance of the team members reflects the excellent training and support received from the Principal, Dr. Joyce Kenner; Head Coach, Edward Cruzat, Assistant Coach; Dempsey Willard; Athletic Director, Christopher Cassidy; and,

WHEREAS, the poise and good sportsmanship of the members of the team throughout the season earned the admiration of all and reflect positively upon the school, community and Chicago Public Schools.

**NOW, THEREFORE, BE IT RESOLVED**, that we, the Board President and Members of the Board of Education of the City of Chicago, gathered here this 24<sup>th</sup> day of March 2010, do hereby commend the Whitney Young Dolphins for the memorable achievement of winning the Public League's 2009 Championship.

## 10-0324-RS6

# RESOLUTION RE: NORTHSIDE COLLEGE PREP HIGH SCHOOL WINNERS OF THE PUBLIC LEAGUE'S 2009 BOYS CROSS COUNTRY CHAMPIONSHIP

WHEREAS, Northside College Prep High School culminated the 2009 cross country season by winning the Chicago Public Schools Boys Cross Country Championship on October 17, 2009, at Washington Park; and won the state championship, and,

WHEREAS, the members of the boys cross country team worked together as a cohesive unit and demonstrated excellence, tenacity, dedication and superior prowess; and,

WHEREAS, the superb performance of the team members reflects the excellent training and support received from the Principal, Barry Rodgers; Head Coach, Jonathan Gordon; Athletic Director, Andrew Mayer; and,

WHEREAS, the poise and good sportsmanship of the members of the team throughout the season earned the admiration of all and reflect positively upon the school, community and Chicago Public Schools

**NOW, THEREFORE, BE IT RESOLVED**, that we, the Board President and Members of the Board of Education of the City of Chicago, gathered here this 24<sup>th</sup> day of March 2010, do hereby commend the Northside College Prep Mustangs for the memorable achievement of winning the Public League's 2009 championship.

## 10-0324-RS7

# RESOLUTION RE: NORTHSIDE COLLEGE PREP HIGH SCHOOL WINNERS OF THE PUBLIC LEAGUE'S 2009 BOYS GOLF CHAMPIONSHIP

WHEREAS, Northside College Prep. culminated the 2009 golf season by winning the Chicago Public Schools Boys Golf Championship on October 3, 2009, at Jackson Park Golf Course; and

WHEREAS, the members of the boys tennis team worked together as a cohesive unit and demonstrated excellence, tenacity, dedication and superior prowess; and,

WHEREAS, the superb performance of the team members reflects the excellent training and support received from the Principal, Barry Rodgers; Head Coach, Chris Ochlerking, Athletic Director, Andrew Mayer; and,

WHEREAS, the poise and good sportsmanship of the members of the team throughout the season earned the admiration of all and reflect positively upon the school, community and Chicago Public Schools.

NOW, THEREFORE, BE IT RESOLVED, that we, the Board President and Members of the Board of Education of the City of Chicago, gathered here this 24<sup>th</sup> day of March 2010, do hereby commend the Northside College Prep Mustangs for the memorable achievement of winning the Public League's 2009 Championship.

# 10-0324-RS8

# RESOLUTION RE: SIMEON HIGH SCHOOL WINNERS OF THE PUBLIC LEAGUE'S 2009 BOYS FOOTBALL CHAMPIONSHIP

WHEREAS, Simeon culminated the 2009 football season by winning the Chicago Public Schools Boys Football Championship on November 21, 2009, at Gately Stadium, and finished the season with a 10-3 record; and,

WHEREAS, the members of the boys football team worked together as a cohesive unit and demonstrated excellence, tenacity, dedication and superior prowess; and,

WHEREAS, the superb performance of the team members reflects the excellent training and support received from the Principal, Sheldon House; Head Coach, Jesse Chick; Athletic Director, Marque Riley; and,

WHEREAS, the poise and good sportsmanship of the members of the team throughout the season earned the admiration of all and reflect positively upon the school, community and Chicago Public Schools.

**NOW, THEREFORE, BE IT RESOLVED**, that we, the Board President and Members of the Board of Education of the City of Chicago, gathered here this 24<sup>th</sup> day of March 2010, do hereby commend the Simeon Wolverines for the memorable achievement of winning the Public League's 2009 Championship.

# RESOLUTION RE: WHITNEY YOUNG HIGH SCHOOL WINNERS OF THE PUBLIC LEAGUE'S 2009 BOYS SOCCER CHAMPIONSHIP

WHEREAS, Whitney Young High School culminated the 2009 soccer season by winning the Chicago Public Schools Boys Soccer Championship on October 15, 2009, at North Park University, and.

WHEREAS, the members of the boys soccer team worked together as a cohesive unit and demonstrated excellence, tenacity, dedication and superior prowess; and,

WHEREAS, the superb performance of the team members reflects the excellent training and support received from the Principal, Dr. Joyce Kenner; Head Coach, Ian McCarthy, Assistant Coaches, Brendan Brown, Alvaro Lara, and, Jose Guillen; Athletic Director, Chris Cassidy, and

WHEREAS, the poise and good sportsmanship of the members of the team throughout the season earned the admiration of all and reflect positively upon the school, community and Chicago Public Schools

**NOW, THEREFORE, BE IT RESOLVED**, that we, the Board President and Members of the Board of Education of the City of Chicago, gathered here this 24<sup>th</sup> day of March 2010, do hereby commend the Whitney Young Dolphins for the memorable achievement of winning the Public League's 2009 championship.

#### 10-0324-RS10

# RESOLUTION RE: TAFT HIGH SCHOOL WINNERS OF THE PUBLIC LEAGUE'S 2009 16-INCH SOFTBALL CHAMPIONSHIP

WHEREAS, Taft High School culminated the 2009 16-Inch Softball season by winning the Chicago Public Schools 16-Inch Softball Championship on October 30, 2009, at University of Illinois at Chicago Softball Field; and, Taft's first time winning a City Championship in the school's history, and,

WHEREAS, the members of the 16-inch softball team worked together as a cohesive unit and demonstrated excellence, tenacity, dedication and superior prowess; and.

WHEREAS, the superb performance of the team members reflects the excellent training and support received from the Principal, Dr. Arthur Tarvardian; Head Coach, Kirk Vidas; Assistant Coach, Bob Bastek; Athletic Director, Nick Nishbayashi; and,

WHEREAS, the poise and good sportsmanship of the members of the team throughout the season earned the admiration of all and reflect positively upon the school, community and Chicago Public Schools.

NOW, THEREFORE, BE IT RESOLVED, that we, the Board President and Members of the Board of Education of the City of Chicago, gathered here this 24<sup>th</sup> day of March 2010, do hereby commend the Taft Eagles for the memorable achievement of winning the Public League's 2009 championship.

President Richardson-Lowry thereupon declared Board Reports 10-0324-RS1 through 10-0324-RS10 accepted.

# 10-0324-RS11

# RESOLUTION APPROVING THE APPOINTMENT OF NEW MEMBERS TO THE NCLB TITLE I PARENT INVOLVEMENT ADVISORY BOARD FOR TERMS OF OFFICE ENDING JUNE 30, 2012

WHEREAS, Section 1118 of the No Child Left Behind Act ("NCLB") empowers and requires the Board of Education of the City of Chicago ("Board") to host various parental involvement activities and to seek parental input on the Board's NCLB programming and expenditure of NCLB Title I funds; and

WHEREAS, on August 22, 2007, pursuant to Board Resolution 07-0822-RS4, the Board authorized the establishment of an NCLB Title I Parent Involvement Advisory Board ("PIAB"), comprised of thirteen parents of CPS NCLB Title I students (two from each of the six established clusters and one chairperson), to advise the Board on matters relating to its NCLB programming, NCLB parental involvement activities and NCLB funds expenditures; and

WHEREAS, on September 26, 2007, pursuant to Board Resolution 07-0926-RS4, the Board appointed the original thirteen members of the PIAB; and

WHEREAS, pursuant to the By-laws of the PIAB, the terms of office of all members of the PIAB appointed from Clusters 1, 3 and 5 have now expired, thereby creating six (6) vacancies on the PIAB; and

WHEREAS, the PIAB By-laws provide that the Board shall fill vacancies on the PIAB by appointing parents of CPS NCLB Title I students, with consideration given to: the clusters represented by the outgoing members; the racial, ethnic, geographic and other factors considered in the outgoing members' nomination and appointment; and nominations by principals of schools within the outgoing members' clusters; and

WHEREAS, after taking into consideration the factors set forth above, the Office of External Relations has, pursuant to the PIAB By-laws, recommended the individuals named below for appointment to the PIAB to fill the vacancies in the offices for Clusters 3 and 5;

#### NOW, THEREFORE, BE IT RESOLVED:

- That the individuals named below are hereby appointed to fill the current vacancies on the PIAB in the offices for Clusters 3 and 5.
- This Resolution shall become effective immediately upon adoption.

## New PIAB Members to Serve Terms Ending June 30, 2012

NAME	SCHOOL	CLUSTER
Shirley Winston	Smyth Elementary	Cluster 3
Cornelius Cook	Webster Elementary	Cluster 3
Eulonda Lumpkins-Cooper	Price Elementary	Cluster 5
Kenneth Jones	Harte Elementary	Cluster 5

## 10-0324-RS12

# RESOLUTION RE: APPOINTMENT OF TEACHER REPRESENTATIVES TO LOCAL SCHOOL COUNCILS TO FILL TEACHER REPRESENTATIVE VACANCIES FOR THE TERM OF OFFICE ENDING JUNE 30, 2010

WHEREAS, the Illinois School Code, 105 ILCS 5/34-2.1(I), authorizes the Chicago Board of Education to appoint 2 teachers to each Local School Council after considering the preferences of the school's staff as ascertained through a non-binding advisory poll and to exercise absolute discretion in the appointment process; and

WHEREAS, non-binding advisory polls have been conducted at the schools identified below to ascertain the preferences of the schools' staffs regarding the appointment of teachers to fill teacher representative vacancies on the local school councils of those attendance centers; and

WHEREAS, in accordance with 105 ILCS 5/34-2.1(I), the results of the non-binding advisory polls have been forwarded to the Board for consideration in its exercise of absolute discretion in the appointment process;

# NOW, THEREFORE, BE IT RESOLVED BY THE CHICAGO BOARD OF EDUCATION:

- The individuals identified below are hereby appointed to serve as teacher representatives on their school's Local School Council for the remainder of the term of office ending June 30, 2010
- 2. The Resolution is effective immediately upon adoption.

APPOINTED TEACHER	TEACHER BEING REPLACED	SCHOOL
Johanna Andrade	Mary Wheatley	Drummond Montessori Magnet
Tara Kendt	Kimberly Pilot	South Loop Elementary School

President Richardson-Lowry indicated that if there were no objections, Board Reports 10-0324-RS11 and 10-0324-RS12 would be adopted by the last favorable roll call vote, all members present voting therefore.

President Richardson-Lowry thereupon declared Board Reports 10-0324-RS11 and 10-0324-RS12 adopted.

10-0324-PO1

# AMEND BOARD REPORT 07-0623-PO3 GRADE CHANGE POLICY

## THE CHIEF EXECUTIVE OFFICER RECOMMENDS:

That the Board amend the Grade Change Policy, Board Report 07-0623-PO3.

**PURPOSE:** The objectives of this policy are. (1) to establish <u>requirements to authorize changes to procedures and reasons by and for which</u> a student's <u>quarter</u>, <u>semester and final grades may be changed</u>; and (2) <u>implement the new grade change audit system</u>; and (3) to establish <u>audit requirements and</u> accountability measures to ensure the integrity of the grading system.

#### **POLICY TEXT:**

#### Principal's Responsibilities - General

The Principal is responsible for communicating grading requirements and standards to teachers <u>and their school grading coordinator(s)</u> annually <u>no later than the teacher institute days that precede the opening of each school year. The Principal is responsible for designating a school grading coordinator(s) and <u>assigning them permissions to record and maintain student grades within the District's system of record ("IMPACT").</u> The Principal is also responsible for complying and for ensuring that all school staff comply with the requirements and procedures set out in this policy for implementing any changes to <u>quarter</u>, <u>semester and</u> final student grades. The Principal is responsible for ensuring the integrity of the grades recorded and issued by their school <u>and for the maintenance of accurate grade records. The Principal shall monitor grade reporting and grade changes to ensure accuracy and compliance with the requirements of this policy.</u></u>

# II. <u>Teacher's Responsibilities</u>

Teachers are responsible for evaluating students and for determining students' grades in the subject area or activity for which the teacher is responsible. Teachers shall use the approved grading standards scale and system to evaluate pupil performance and progress and shall assign grades based upon the teacher's professional judgment of the student's work.

The teacher shall maintain keep written, accurate evaluation records for each student and shall maintain such records in accordance with the Board's policy and guidelines on the maintenance of student records. in the student's permanent record. The teacher shall timely submit marking period grades for each student in IMPACT on or before the published deadline. The teacher shall be prepared to justify assigned grades. Teachers are responsible for validating their students' quarter, semester and final grade(s) before they are posted.

## III. Grade Coordinator Responsibilities

A school's grade coordinator is responsible for making adjustments authorized by the Principal to quarter, semester or final student grades in IMPACT. For grade change requests occurring before the grade is issued (e.g. when a teacher fails to submit their quarter, semester and final grade(s) on or before the published deadline) the grade coordinator shall record the teacher-assigned grade for each affected student in IMPACT upon receipt of a completed Grade Change Authorization Form signed by the Principal. For grade change requests occurring after the grade is issued, grade coordinators shall only record grade changes in IMPACT that comply with the requirements set out in sections V, VI, and VII of this Policy, as applicable. Nothing in this section shall be read to limit the Principal's responsibility to ensure the integrity of all grades recorded in IMPACT.

## III. IV. Reasons for Grade Change

Once a <u>quarter, semester or</u> final grade has been issued, that grade may only be changed for the following reasons:

- 1. miscalculation of test or assignment scores;
- 2. a technical error in assigning a particular grade or score;
- 3. the evaluation of an extra assignment which impacts upon a grade;
- 4. use of an inappropriate grading/evaluation system; or
- 5. failure to meet grade posting deadline causes incorrect grade reporting; or
- 5-other valid reason when authorized in writing by the Area Instruction Officer Chief Area Officer or equivalent school oversight manager ("AIO") ("CAO").

#### IV.V. Grade Changes Occurring Within 30 School Days

The procedures for approving and administering grade changes occurring within 30 school days from the date the <u>quarter</u>, semester or final grade was originally issued are as follows:

- The Principal must determine if the reason for the change is consistent with Section III IV above and obtain written AIQ CAQ approval for any changes described under Section III 5. IV 6 above.
- The Principal shall review all relevant information and is encouraged to shall to the extent practicable, confer with the teacher to discuss the grade prior to making a grade change determination;
- 3. Only the Principal is authorized to approve such grade changes,
- 4. If the Principal approves a grade change, the Principal must notify the teacher in writing within three (3) school days of the approval and explain the nature and reason(s) for the change. If the teacher is not in agreement with the Principal's change of grade decision, the teacher may appeal by following the procedures in Section VIII. below:

- 5. The Principal will notify the parents/guardians of the student of the grade change in writing. In the case of an emancipated minor, the Principal will notify the student in the same manner. Parent/guardian notification shall occur only upon completion of any appeal filed by the teacher under Section VII. VIII. below.
- 6. The Principal must complete and sign a Grade Change Authorization Form for all approved grade changes and ensure that the form is maintained in the student's cumulative folder filed with the student's permanent record. The Principal shall notify the grade coordinator of all authorized grade changes and ensure s/he follows all procedures established for making changes to the student's electronic grade record in IMPACT; and
- 7. The Principal will notify their AIO CAO of the all approved grade changes approval by providing a copy of the signed Grade Change Authorization Form or such other documentation specified by the CAO. Nothing herein shall limit the CAO's authority to require a Principal to furnish additional information on proposed or completed grade changes.

# V. VI. Grade Changes Occurring After 30 School Days

If more than 30 school days have passed from the date the grade was originally issued, the Principal must provide a written grade change request to the AIO CAO for approval. In such cases, the Principal shall complete the requirements set out in sections IV-1 V.1 and IV-2 V.2 above and submit the Grade Change Authorization Form to the AIO CAO for approval along with a summary from the Principal and teacher, if available, of the basis and reasons for the change. The AIO CAO will review the matter and determine the appropriateness of the grade change within ten (10) school days of receipt of the Principal referral. The AIO CAO shall record their determination on the Grade Change Authorization Form and shall notify the Principal and teacher, if available, in writing. The Grade Change Authorization Form shall be provided to the Principal who will ensure that it is maintained in the student's cumulative folder with the student's permanent record. The student's electronic grade record in IMPACT shall be updated only upon receipt of the fully executed Grade Change Authorization Form accordingly in accordance with established procedures. The Principal will notify the parents/guardians of the determination.

#### W.VII. Grade Changes Occurring After One Year

If more than one (1) year has passed from the date the grade was originally issued, the Principal and AIO CAO shall follow the requirements set out in section V. VI. above. In addition, all such changes must also be approved by the Chief Education Officer or designee for Elementary School grade changes and the Chief High School Officer for high school grade changes.

#### VII. VIII. Teacher Appeal of Grade Change

If the teacher is not in agreement with the Principal's determination on whether to change a grade, the teacher may submit a written appeal that includes information on why the grade change should or should not be made. This appeal must be sent to the Principal and AIO CAO within five school days of the notification from the Principal of a grade change decision approval. The Principal will provide the AIO CAO with a written explanation as to the reasons why the grade change should be upheld. The AIO CAO will make the final determination as to which of the two grades will stand within five (5) school days of receiving the appeal and will record their determination on the Grade Change Authorization Form. The AIO CAO shall notify the Principal and teacher in writing of the determination. The Grade Change Authorization Form shall be provided to the Principal who will ensure it is maintained in the student's cumulative folder filed with the student's permanent record. The Principal will notify the parents/guardians of the final determination.

## VIII. IX. Monitoring

The Office of High Schools and High School Programs

The CAO shall regularly monitor grade changes occurring in their assigned schools using the District's grade change audit system. The Office of P-12

Management shall also periodically monitor grade changes that occur in High Schools for compliance with this policy. Schools are further subject to random grade change audits conducted by the Office of Internal Audit Services. The Office of Elementary Areas and Schools shall periodically monitor grade changes that occur in Elementary Schools for compliance with this policy.

# X. Guidelines

The Chief Education Officer or designee is authorized to issue guidelines for the effective implementation of this policy. The Chief Education Officer or designee is further authorized to issue transcript modification guidelines that include, at a minimum, documentation and approval requirements for updating transcripts to correct inaccurate entries, include additional entries for authorized courses and credits for transfer students and include entries for authorized courses completed by CPS students outside of the Chicago Public Schools.

#### XI. Violations

Failure to abide by this policy may or <u>quidelines will</u> subject employees to <u>discipline up to and including dismissal in accordance with</u> to the Board's Employee Discipline and Due Process Policy.

LEGAL REFERENCES: 105 ILCS 5/10-20.9a

#### 10-0324-PO2

## **FINAL**

#### AMEND BOARD REPORT 09-0722-PO4 ADOPT A NEW PROCUREMENT CARD AND CORPORATE CREDIT GARD POLICY

#### THE CHIEF EXECUTIVE OFFICER RECOMMENDS:

That the Chicago Board of Education ("the Board") amend Board Report 09-0722-PO4, Procurement Card Policy, adopt-a new policy-for using-procurement card and corporate credit cards as a method of purchasing goods and services and establish limitations for the use of the cards to ensure accountability and that purchases are made in accordance with relevant Board rules and policies

PURPOSE: This policy establishes establishing the administrative requirements applicable to all Board members, officers, employees and all other persons to whom procurement cards are issued, in this policy will-ensure The policy requires the uniform use and management of purchases made using procurement and corporate credit cards, identify controls and limitations for such purchases and establish that personnel actions may be taken in response to fraudulent, personal, or otherwise inappropriate use of the cards.

#### POLICY TEXT:

#### Procurement and Corporate Credit Card Purchases

Where as expenditures for goods and services are normally made using purchase orders or employee expense reimbursements, procurement card and corporate credit card purchasing functions were established to allow Board members and approved CPS personnel to use a Point of Sale MasterCard based charge card for small transactions, emergency purchases and travel and recruitment related expenses that do not go through the I-Procurement process. In addition to accommodating emergency purchases the procurement card and corporate credit card processes provides reduced transaction costs to the CPS and expedited payments to vendors in that, similar to a personal credit card, once the merchant reconciles the transaction with the bank the merchant will be paid

#### 11. Use of Procurement Cards and Corporate Gredit Cards

Purchase of goods and services using CPS-issued individual procurement cards or corporate credit cards shall be made and conducted in compliance with the following limitations and controls:

- 1. Two individual procurement cards will be issued per school - one to the principal (or designee) and one to the engineer. One additional procurement card may be issued to the principal's designee when authorized by the Chief Financial Officer or designee
- 2. Gerporate-credit No procurement cards will be issued enly to staff of central or and area offices without written approval of the Chief Executive Officer and the Chief Financial Officer -management positions of Officer and higher (Bands 9, 10 and 11) as approved by the Senior Leadership Team or successor management group. No procurement cards will be issued to staff of the Board's administrative office or Board members without the written approval of the President of the Board.
- 3. Federal Grant Funds will not be accessible through procurement card or-corporate credit-card purchases including but not limited to the following:
  - 220 IDEA
  - 324 Federal Grants
  - 332 Title I
  - 334 Neglected and Delinquent
  - 336 Title V
  - 353 Title II
  - 354 Title IID
  - 356 Title III 358 - Title IV
  - 362 Head Start
  - 364 Reading First

  - 367 SOS 369 - Perkins
- 4 The Chief Financial Officer shall have further authority to limit procurement and corporate credit card access to specific funds and to establish review, approval and back-up documentation requirements as well as accounting processes applicable to all cardholder transactions
- 5. Procurement card and corporate credit card purchases will be limited to small transactions and emergency purposes with the exception that corporate credit procurement cards can also be used for reasonable and necessary central and area office travel and recruitment related expenses

- Cumulative monthly transactions for procurement cards will be limited to \$1,250 for principals and \$750 for engineers. <u>Procurement card</u> transactions by Central and area offices transactions for serporate credit cards will be limited to \$5,000 per month per card
- The purchase of goods (biddable items) from a single vendor by a single unit shall not exceed \$10,000 per year unless otherwise approved by Board authority.
- 8. Card holders shall ensure that funds are available prior to initiating transactions. Procurement card and corporate credit card purchases can only be initiated using budget lines that have available funds. All card holders shall reconcile their transactions on a timely basis. Procurement card transactions of Board members and staff of the Board's administrative office must be reported monthly to the Board in a report to be prepared by the Secretary to the Board.
- The card holder manual issued by the Chief Financial Officer shall establish requirements to
  ensure that an appropriate segregation of duties is shall be maintained between procurement card
  and corporate-credit-card users, approvers and reviewers.
- Transactions will be made in accordance with all Board Rules, including but not limited to Chapter VII. Board Rules concerning Procurement and Contract Rules.
- 11. Transactions will be made in accordance with all Board policies, including but not limited to the Board's Policy on Reimbursement for Work Related Expenses. Procurement cards shall not be used to purchase any item or service that is not reimbursable under the Board's Policy on Reimbursement for Work Related Expenses, including, but not limited to, the purchase of alcoholic beverages.
- All appropriate school, central and area office personnel will be required to attend procurement card or corporate credit card training.
- 13. In addition to the use restrictions noted in Section II.11, above, procurement cards shall not be used for any other prohibited items set out in the card holder manual issued by the Chief Financial Officer.
- 14. Use of a procurement card for personal purchases or any other purchases unrelated to Board business is strictly prohibited.

# III. <u>Authorization to Establish Procedures, Manuals and Compliance Reviews:</u> Compliance with Policy:

The Chief Financial Officer shall issue procedures and manuals for the effective implementation of the requirements and control measures set out in this Policy. Procurement card purchases and related accounting practices are subject to annual review or audit as directed by the Chief Financial Officer.

## IV. Violations

Failure to comply with this policy or related procedures and manuals or and CPS' financial and operational policies will result in revocation of the use of the card. Procurement eard or corporate credit card holders or other employees found using the card in violation of this policy, procedures or manuals including, but not limited to uses for fraudulent, personal, or otherwise inappropriate purposes will be subject to discipline up to and including dismissal, pursuant to the Board's Employee Discipline and Due Process Policy;;-and referral Such cases may also be referred to the Office of the Inspector General or and to appropriate law enforcement authorities for other legal action. Schools or offices that expend grant funds in a manner resulting in potential or actual questioned costs will be required to identify alternative funding.

Procurement card-and-corporate-credit-card purchases and related accounting practices will be subject to annual-review/audit-as-directed by-the-Chief-Financial-Officer. The-Chief-Financial-Officer shall-have the authority-lo-establish-procedures, accounting-processes, and training-related to procurement and corporate credit-card-activities.

President Richardson-Lowry indicated that if there were no objections, Board Reports 10-0324-PO1 and 10-0324-PO2 would be adopted by the last favorable roll call vote, all members present voting therefore.

President Richardson-Lowry thereupon declared Board Reports 10-0324-PO1 and 10-0324-PO2 adopted.

# COMMUNICATION RE: LOCATION OF BOARD MEETING OF APRIL 28, 2010

Mary B. Richardson-Lowry, President, and Members of the Board of Education Norman R. Bobins Dr. Tariq H. Butt Alberto A. Carrero, Jr. Peggy A. Davis Clare M. Muñana Roxanne Ward

This is to advise that the regular meeting of the Board of Education scheduled for Wednesday, April 28, 2010 will be held at:

The Central Administration Building 125 South Clark Street Chicago, Illinois 60603 Board Chamber - 5<sup>th</sup> Floor

Registration for Public Participation will be held between the hours of 8:00 a.m. and 9:00 a.m. on the 1st Floor of the Clark Street Lobby. The Public Participation segment of the meeting will begin at approximately 10:30 a.m. and end at 12:30 p.m., and will be followed immediately by the Business portion of the meeting.

# 10-0324-EX1\*

# TRANSFER OF FUNDS

Various Units and Objects

# THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

The various transfers of funds were requested by the Central Office Departments during the month of February . All transfers are budget neutral. A brief explanation of each transfer is provided below:

# 1. Transfer from Board of Education to Citywide School Transportation

Rationale:	Funds request to pay for buses who provided transportation to students to attend an anti-violence rally, 2009.		
Transfer From:	Unit	Board of Education	10110
	Fund	General Education Fund	115
	Account	Travel Expense	54205
	Program	School Attendance	211207
	Grant	Default Value	000000
Transfer to:	Unit	Citywide School Transportation	11940
	Fund	General Education Fund	115
	Account	Pupil Transportation	54210
	Program	Bus Svc-Field Trips-Reg	253831
	Grant	Default Value	000000
Amount:	\$1,000,00		

# 2. Transfer from CW - Office of Extended Learning Opportunities to Stephen F Gale Community Academy

Rationale:	Transfer for After School All Star Program Per D. Kim.		
Transfer From:	Unit Fund Account Program Grant	CW - Office of Extended Learning Opportunities General Education Fund Services - Professional & Technical Elementary Intramural Sports Default Value	11390 115 54125 150006 000000
Transfer to:	Unit Fund Account Program Grant	Stephen F Gale Community Academy General Education Fund Services - Professional & Technical Elementary Intramural Sports Default Value	31081 115 54125 150006 000000
Amount:	\$1,000.00		

# 3. Transfer from Area Elementary Instructional Office 17 to Parkside Community Academy School

Rationale Parkside Community Academy -Instructional Supplies. Per Tanya Garrett -ltg 84167 Transfer From: 05171 Unit Area Elementary Instructional Office 17 Federal Title I - 2009 Stimulus (ARRA) Fund 331 Account Miscellaneous Charges 57940 School Improvement - School Based Programs - Pd 221067 Program Grant Discretionary Arra 430101 Transfer to: Unit Parkside Community Academy School 31201 Federal Title I - 2009 Stimulus (ARRA) Fund 331 Account Commodities - Supplies 53405 Program School Improvement - School Based Instructional Support - Aft 119047 Grant 430101 Discretionary Arra Amount: \$1,000.00

# 4. Transfer from CW - Office of Extended Learning Opportunities to James Weldon Johnson Elementary School of Excel

Rationale: Transfer of funds needed for CSI. Transfer From: Unit CW - Office of Extended Learning Opportunities 11390 Fund Miscellaneous Federal & State Block Grants 324 Account Services - Professional & Technical 54125 Program Other Gfp-Comm Svcs 390008 Grant 21st Century Community Learning Centers 442121 Transfer to: Unit James Weldon Johnson Elementary School of Excellence 26231 Fund Miscellaneous Federal & State Block Grants 324 Account **Pupil Transportation** 54210 Other Gfp-Comm Svcs 390008 Program Grant 21st Century Community Learning Centers 442121

Amount: \$1,000.00

# 5. Transfer from Department of College and Career Preparation - Citywide to Thomas Kelly High School

Rationale: Supplies for Kelly HS Student Enterprise Program - per Brian Macias. 2.16.10 Transfer From: Department of College and Career Preparation - Citywide Unit 13727 Fund School Special Income Fund 124 Account Commodities - Supplies 53405 Program Coop Work Training-Hs 145932 Grant 000638 Student Enterprise Program Transfer to: Unit Thomas Kelly High School 46181 Fund School Special Income Fund 124 53405 Account Commodities - Supplies Coop Work Training-Hs Program 145932 Grant Student Enterprise Program 000638

Amount: \$1,000.00

## 1031. Transfer from Citywide Capital/Operations to Roald Amundsen High School

Default Value

Rationale: Rec. of Contract Award - ADA Project.

Citywide Capital/Operations 12150 Transfer From: Unit Fund SuperFund 499 54105 Account Services - Contractual Capital Bond Fund 253506 Program 000000 Grant Default Value Roald Amundsen High School 46031 Transfer to: Unit 400 Fund SuperFund Account Property - Permanent Improvement 56215 American Disabilities Act/Ada 253530 Program

Amount: \$2,539,000.00

Grant

000000

# 1032. Transfer from Citywide Capital/Operations to George Schneider School

Funds for Rec. for Contract Award - ADA Project. Rationale: 12150 Transfer From: Unit Citywide Capital/Operations SuperFund 499 Fund 54105 Services - Contractual Account 253506 Program Capital Bond Fund 000000 Grant Default Value 25281 Transfer to: Unit George Schneider School 499 SuperFund Fund 54105 Account Services - Contractual Program Reserve For New Schools-Facil 254013 000000 Grant Default Value \$2,694,000.00 Amount:

# 1033. Transfer from Citywide Capital/Operations to Carl Schurz High School

Rec. of Contract Award - ADA Project. Rationale: 12150 Transfer From: Citywide Capital/Operations 499 Fund SuperFund 54105 Services - Contractual Account 253506 Program Capital Bond Fund Default Value 000000 Grant 46281 Transfer to: Unit Carl Schurz High School 499 Fund SuperFund 56215 Account Property - Permanent Improvement Program American Disabilities Act/Ada 253530 Default Value 000000 Grant

Amount: \$3,584,258.00

# 1034. Transfer from Citywide Capital/Operations to John Marshall Metropolitan High School

Recommendation for Contract Award - funds for Project 2010-47041-MCR. Rationalc: Transfer From: Citywide Capital/Operations 12150 Unit SuperFund 499 Fund 54105 Account Services - Contractual Capital Bond Fund 253506 Program 000000 Grant Default Value Transfer to: Unit John Marshall Metropolitan High School 47041 SuperFund 499 Fund 56215 Property - Permanent Improvement Account Program Masonary/Windows 009551 Default Value 000000 Grant

Amount: \$6,030,000.00

# 1035. Transfer from Citywide Capital/Operations to Ludwig Von Beethoven School

Rationale: Rec. of Contract Award - funds for MCR project. Transfer From: 12150 Unit Citywide Capital/Operations SuperFund Fund 499 54105 Services - Contractual Account Program Capital Bond Fund 253506 000000 Grant Default Value 25931 Transfer to: Ludwig Von Beethoven School Unit Fund SuperFund 499 Property - Permanent Improvement 56215 Account Roofs 009553 Program Grant Default Value 000000 \$7,320,000.00 Amount:

\*[Note: The complete document will be on File in the Office of the Board]

#### AMEND BOARD REPORT 09-1123-EX14 APPROVE THE GRANTING OF A CHARTER AND ENTERING INTO A CHARTER SCHOOL AGREEMENT WITH INSTITUTE FOR LATINO PROGRESS, INC., AN ILLINOIS NOT-FOR-PROFIT CORPORATION

## THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING DECISION:

Approve the granting of a charter and entering into a Charter School Agreement with Institute for Latino Progress, Inc., an Illinois not-for-profit corporation for a five-year period. The Charter School Agreement is currently being negotiated. The authority granted herein shall automatically rescind in the event a written Charter School Agreement is not executed by the Board and the charter school's governing board within the time specified in an amended Board Report approving the location of the school. The agreement authorized herein will only take effect upon certification by the Illinois State Board of Education Information pertinent to this agreement is stated below.

This March 2010 amendment is necessary to approve the location for the Instituto Health Sciences Career Academy Charter High School at 122 S. Michigan Avenue. The authority granted herein shall automatically rescind in the event a written Charter School Agreement is not executed by the Board and the charter school's governing board within 120 days of the date of this amended Board Report. The agreement authorized herein will only take effect upon certification by the Illinois State Board of Education, Information pertinent to this agreement is stated below.

SCHOOL OPERATOR: Institute for Latino Progress, Inc.,

2570 S. Blue Island Ave. Chicago, Illinois 60608 Phone: 773-890-0055

Contact Person: Juan Salgado, President and Chief Executive Officer

CHARTER SCHOOL: Instituto Health Sciences Career Academy Charter High School

Location TBD 122 S. Michigan Avenue

Chicago IL 60603

Phone: 773-890-0055

Contact Person: Juan Salgado, President and Chief Executive Officer

**OVERSIGHT:** Office of New Schools 125 S. Clark, 5th Floor

Chicago, IL 60603 773-553-1530

Contact Person: Jaime Guzman, Acting Executive Officer

DESCRIPTION: The Charter Schools Law (105 ILCS 5/27A-1 et seq., as amended) provides that up to 70 charter schools may be operated in the city of Chicago. Proposals to operate charter schools are submitted to the Board for evaluation pursuant to the standards set forth in 105 ILCS 5/27A-8, and the Board convenes a public meeting to obtain information to assist in its decision to grant or deny each proposal and report its action to the Illinois State Board of Education. The State Board determines whether the approved charter school proposal and the proposed contract satisfy the provisions of the Charter Schools Law and, if so, certifies the charter school.

CHARTER APPLICATION PROPOSAL: The Instituto Health Sciences Career Academy Charter High School (Institute) proposal was submitted by Institute for Latino Progress, Inc., and received by the Board on August 10, 2009. Instituto's mission is to focus its high school programs to serve Latino and other underserved youth within the Chicago metropolitan area. The school will prepare its students to achieve two goals: (1) success in competitive colleges and universities, and (2) job readiness certification in entrylevel positions with higher wages in the healthcare sector. Instituto's vision is an educational community with full integration and participation of faculty, students, staff, parents and partners in decisions that share the school's existence. Students will take responsibility for their learning process and as they learn the meaning of being healthy physically, emotionally, and socially, they make better life choices as citizens and activists, while conveying such knowledge to their families, peers, educators, employers and extended community. The school is slated to open in the fall of 2010 serving 160 students in grade 9. In successive years, the school will grow one grade at a time, until reaching a capacity of 600 students in grades 9 - 12. The school will be located at a site to be determined and is contingent upon Board approval. Public hearings on Renaissance 2010 charter school submissions submitted in 2009, as required by statute, were held on September 10, 2009 and November 9, 2009.

In March 2010, the Institute for Latino Progress submitted a material modification to identify the facility located at 122 S. Michigan Avenue as the location for the Instituto Health Sciences Career Academy Charter High School beginning with the 2010-2011 school year. A public hearing on the proposed location was held on Tuesday, March 16, 2010. The hearing was recorded and a summary report is available for review.

CONTINGENT APPROVAL: Approval to open this charter school in the fall of 2010 and the execution of a Charter School Agreement are contingent upon Board approval of the proposed location of the school and the required subsequent public hearing. Approval of the opening of the new charter school is also contingent upon Institute for Latino Progress, Inc., meeting benchmarks detailed by the Office of New

Schools. These benchmarks will be communicated to the school operator in a formal Letter of Conditions with all deadlines to be met by March 15, 2010. The Office of New Schools will oversee the enforcement of these deadlines; failure to meet these deadlines may, at the option of the Board, result in the rescission of the authority granted herein and the denial of the approval to open this new charter school.

**TERM:** The term of the Instituto charter and agreement shall commence July 1, 2010 and end June 30, 2015.

AUTHORIZATION: Authorize the General Counsel to include relevant terms and conditions, including any indemnities to be provided to the charter school, in the written Charter School Agreement which shall reflect resolution of any and all outstanding issues between the Board and the governing body of the charter school including, but not limited to: site location, enrollment, educational program, financial controls and practices, academic accountability and evaluations. Authorize the President and Secretary to execute the Charter School Agreement. Authorize the Acting Executive Officer of the Office of New Schools to issue a letter notifying the Illinois State Board of Education of the action(s) approved hereunder and to submit the approved proposal and signed Charter School Agreement to the Illinois State Board of Education for certification. Authorize the General Counsel to further negotiate and execute any amendments to the Agreement as required by the Illinois State Board of Education.

LSC REVIEW: Approval of Local School Council is not applicable to this report.

AFFIRMATIVE ACTION: Not applicable.

FINANCIAL: The financial implications will be addressed during the development of the 2010-2011 fiscal year budget. Since the School Code of Illinois prohibits the incurring of any liability unless an appropriation has been previously made, expenditures beyond FY10 are deemed to be contingent liabilities only, subject to appropriation in subsequent fiscal year budgets. The cost of 160 students in 2010-2011 will be approximately \$1,223,520.00. These budget figures are based on the revised per pupil funding amounts for FY10.

#### **GENERAL CONDITIONS:**

Inspector General - Each Party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the Provisions of 105 ILCS 5/34-21.3, which restricts the employment of, or the letting of contracts to, former Board members during the one-year period following expiration or other termination of their terms of office.

Indebtedness - The Board's indebtedness Policy adopted June 26, 2006 (96-0626-P03), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics — The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time shall be incorporated into and made a part of the agreement.

# 10-0324-EX3

AMEND BOARD REPORT 09-1216-EX4
AMEND BOARD REPORT 09-0826-EX9
AMEND BOARD REPORT 08-1022-EX12
AMEND BOARD REPORT 08-0602-EX3
AMEND BOARD REPORT 08-0123-EX3
AMEND BOARD REPORT 07-1219-EX3
AMEND BOARD REPORT 07-1024-EX6
AMEND BOARD REPORT 07-0822-EX10
AMEND BOARD REPORT 07-0523-EX5
APPROVE THE RENEWAL OF THE CHARTER SCHOOL AGREEMENT WITH CHICAGO CHARTER SCHOOL FOUNDATION
(CHICAGO INTERNATIONAL CHARTER SCHOOL)

#### THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING DECISION:

Approve the renewal of the Charter School Agreement with Chicago Charter School Foundation (CCSF) for an additional five-year period. A new Charter School Agreement applicable to this renewal term will be negotiated. The authority granted herein shall automatically rescind in the event a written Charter School Agreement is not executed by the Board and the charter school's governing board within 120 days of the date of this Board Report. The agreement authorized herein will only take effect upon certification by the Illinois State Board of Education. Information pertinent to this renewal is stated below.

This August 2007 amendment is necessary to authorize the Chicago Charter School Foundation to (a) change the address of the CICS – Ralph Ellison Campus from 8001 S. Honore to 1547 W. 95<sup>th</sup> Street and (b) change the name of the CICS – Avondale Campus located at 3820 N. Spaulding to CICS – Irving Park Campus. The authority granted herein shall automatically rescind in the event a written Charter School Agreement is not executed by the Board and the charter school's governing board within 120 days of the date of this amended Board Report. The agreement authorized herein will only take effect upon certification by the Illinois State Board of Education.

This October 2007 amendment is necessary to authorize the Chicago Charter School Foundation to establish a new campus in the fall of 2008 to be located at 9535 South Throop Street, Chicago, IL 60643 and to increase the at capacity enrollment by 520 to 8,167. The authority granted herein shall automatically rescind in the event a written Charter School Agreement is not executed by the Board and the charter school's governing board within 120 days of the date of this amended Board Report. The agreement authorized herein will only take effect upon certification by the Illinois State Board of Education.

This December 2007 amendment is necessary to correct the address for the CICS – Irving Park Campus from 3834 N. Spaulding to 3820 N. Spaulding. The authority granted herein shall automatically rescind in the event a written Charter School Agreement is not executed by the Board and the charter school's governing board within 120 days of the date of this amended Board Report. The agreement authorized herein will only take effect upon certification by the Illinois State Board of Education.

This January 2008 amendment is necessary to authorize the Chicago Charter School Foundation to change the address of the CICS – Ralph Ellison Campus from 1547 W. 95<sup>th</sup> Street to the permanent address of 8001 S. Honore. The authority granted herein shall automatically rescind in the event a written Charter School Agreement is not executed by the Board and the charter school's governing board within 120 days of the date of this amended Board Report. The agreement authorized herein will only take effect upon certification by the Illinois State Board of Education.

This May 2008 amendment is necessary to authorize the Chicago Charter School Foundation to (a) correct the contact information for the Chicago Charter School Foundation (b) correct the addresses of the CICS – Friesse Campus, CICS – Ralph Ellison Campus, and CICS – Washington Park Campus, (c) correct the year the CICS – Longwood Campus and CICS – Washington Park Campus opened, (d) change the grade structure for the CICS – Longwood Campus and the CICS – Friesse Campus, (e) increase the at capacity enrollment for the CICS – Friesse Campus, (f) decrease the at capacity enrollment for the CICS – Ralph Ellison Campus, (g) correct at capacity enrollments for 7 campuses and (h) change the overall at capacity enrollment for the CICS Charter School from 8167 to 8000. The authority granted herein shall automatically rescind in the event a written Charter School Agreement is not executed by the Board and the charter school's governing board within 120 days of the date of this amended Board Report. The agreement authorized herein will only take effect upon certification by the Illinois State Board of Education.

This October 2008 amendment is necessary to authorize the Chicago Charter School Foundation to (a) establish a new campus in the fall of 2009 to be located at 13300 S. Langley, (b) increase their overall at capacity enrollment by 350 to 8350 students, (c) change the name of the Chicago International Charter School – Friesse Campus to the Chicago International Charter School – Loomis Primary Campus and (d) clarify the relationship of any pre-kindergarten program to the charter school. The authority granted herein shall automatically rescind in the event a written amendment to the Charter School Agreement is not executed by the Board and the charter school's governing board within 120 days of the date of this amended Board Report The amended agreement authorized herein will only take effect upon certification by the Illinois State Board of Education

This August 2009 amendment is necessary to authorize the Chicago Charter School Foundation to change the name of the Chicago International Charter School – Altgeld Gardens Campus to the Chicago International Charter School – Lloyd Bond Campus. The authority granted herein shall automatically rescind in the event a written amendment to the Charter School Agreement is not executed by the Board and the charter school's governing board within 120 days of the date of this amended Board Report. The amended agreement authorized herein will only take effect upon certification by the Illinois State Board of Education.

This December 2009 amendment is necessary to authorize the Chicago Charter School Foundation to (a) establish a new campus in the fall of 2010 to be located at 801 E. 133<sup>rd</sup> Place and (b) increase the overall at capacity enrollment at the charter school by 900 to 9,250 students. The authority granted herein shall automatically rescind in the event a written amendment to the Charter School Agreement is not executed by the Board and the charter school's governing board within 120 days of the date of this amended Board Report. The amended agreement authorized herein will only take effect upon certification by the Illinois State Board of Education.

This March 2010 amendment is necessary to authorize the Chicago Charter School Foundation to (a) change the name of the CICS – Carver Campus to the CICS – Larry Hawkins Campus, (b) change the grade structure at the CICS – Larry Hawkins Campus from 6 through 12 to 7 through 12, and (c) change the grade structure at the CICS – Lloyd Bond Campus from K through 8 to K through 6. The authority granted herein shall automatically respired in the event a written amendment to the Charter School Agreement is not executed by the Board and the charter school's governing board within 120 days of the date of this amended Board Report. The amended agreement authorized herein will only take effect upon certification by the Illinois State Board of Education.

CHARTER SCHOOL: Chicago Charter School Foundation

228 South Wabash, Suite 500 Chicago, IL 60604

Phone: (312) 651-5000

Contact Person: Dr. Elizabeth Purvis, Director

OVERSIGHT: Office of New Schools

125 S. Clark, 5<sup>th</sup> Floor Chicago, IL 60603 (773) 553-1530

Contact Person: Jaime Guzman, Acting Interim Executive Officer

**ORIGINAL AGREEMENT:** The original Charter School Agreement (authorized by Board Report 97-0122-EX4 as amended by Board Report 00-0223-EX3) is for a term commencing July 1, 1997 and ending June 30, 2002 and authorized CCSF to operate four campuses with a total enrollment of 5,000. The charter and Charter School Agreement were subsequently renewed for a term commencing July 1, 2002 and ending June 30, 2007 (authorized by Board Report 01-1219-EX2), and subsequently amended as follows:

- Board Report 04-0428-EX4: Approved the addition of a Pre-K program.
- Board Report 05-0126-EX6: Approved an increase in the enrollment cap to 5426 students and the establishment of an elementary school campus at 7850 S. Chappel Avenue.
- Board Report 05-0727-EX13: Approved the establishment of a new campus at 8130 S. California, an increase of the enrollment cap to 6211 students and a change of address for the Avalon/South Shore campus from 7850 S. Chappel Avenue to 1501 E. 83<sup>rd</sup> Place
- Board Report 05-1116-EX12: Approved the establishment of a new campus at 8101 S. Honore, an
  increase of the enrollment cap to 7111 students, pre-approved the establishment of an additional
  campus to be located on the South Side of Chicago and an increase of the enrollment cap to 8011
  students.
- Board Report 06-0628-EX10: Approved a correction of the address for the Ralph Ellison campus from of 8101 S. Honore to 8001 S. Honore and authorized the operation of the campus in a different facility for the 2006 – 2007 school year.
- Board Report 06-0927-EX7: Approved the reduction of the enrollment cap for CCSF to 7111 because the authorization for the pre-approved campus on the South Side of Chicago was rescinded.
- Board Report 06-1115-EX6: Approved the establishment a new campus at 3834 N. Spaulding to open in the Fall of 2007 and an increase of the enrollment cap to 7,647 students, which approval was contingent upon renewal of the charter and Charter School Agreement

The 2002 Charter School Agreement, as amended, authorizes CCSF to operate a total of 10 campuses under the name of "Chicago International Charter School" with a maximum enrollment of 7,111. The agreement incorporates an accountability plan whereby the school is evaluated by the Board each year based on numerous factors related to its academic, financial and operational performance.

CHARTER RENEWAL PROPOSAL: CCSF submitted a renewal proposal on December 1, 2006, to continue the operation of the Chicago International Charter School under a unified mission, using AQS. Edison, Civitas and Victory to provide comprehensive school management. CCSF has since modified its renewal proposal to include commitments to operate eleven (11) campuses as one unified school through the use of uniform assessment plans and performance standards, curriculum and school calendar alignment, as well as standard governance, operational, employment, educational and admissions policies. The Charter School shall serve grades Pre-Kindergarten through 12 with a maximum student enrollment of 7,647

In August 2007, CCSF submitted a material modification to (a) change the address of the CICS – Ralph Ellison Campus and (b) change the name of the CICS – Avondale Campus located at 3820 N. Spaulding to CICS – Irving Park Campus. The CICS – Ralph Ellison Campus will now be located at 1547 W. 95<sup>th</sup> Street, Chicago, IL 60643. The CICS – Avondale Campus will now be known as the CICS – Irving Park Campus.

On July 9, 2007, CCSF submitted a Renaissance proposal as a response to an Invited Request for Proposals to currently operating school providers. CCSF requests to establish the Chicago International Charter School – Friesse Campus to be located at 9535 S. Throop and to increase the at capacity enrollment by 520 to 8.167. The school is scheduled to open in the fall of 2008 at full capacity and will serve 520 students in grades K-3. A public hearing was held on October 11, 2007.

In December 2007, CCSF submitted a material modification to change the address of the CICS – Ralph Ellison Campus. The CICS – Ralph Ellison Campus will now be located at 8001 S. Honore Street, Chicago, IL 60620

In March 2008, CCSF submitted a material modification to correct the following information (a) the contact information for the Chicago Charter School Foundation (b) the addresses of the CICS – Friesse Campus, CICS – Ralph Ellison Campus, and CICS – Washington Park Campus (c) the year the CICS – Longwood Campus and

CICS - Washington Park Campus opened, (d) correct the capacity enrollments for 7 campuses

In addition, CCSF submitted a material modification to change the following (a) the grade structure for the CICS – Longwood Campus and the CICS – Friesse Campus, (b) increase the at capacity enrollment for the CICS – Friesse Campus, (c) decrease the at capacity enrollment for the CICS – Ralph Ellison Campus, and (d) change the overall at capacity enrollment for the CICS Charter School.

The correct address for the CICS – Friesse Campus is 9535 S. Loomis, Chicago, IL 60643. The correct address for the CICS – Ralph Ellison Campus is 1817 W. 80<sup>th</sup> Street, Chicago, IL 60620. The correct address for the CICS – Washington Park Campus is 6105 S. Michigan. The CICS – Longwood Campus opened in 1997 and CICS – Washington Park Campus opened in 2001. The at capacity enrollments for 7 CICS Campuses are correctly listed below.

The CICS – Longwood Campus will now serve grades 3 through 12. The CICS – Friesse Campus will now serve grades K through 2. The at capacity enrollment for the CICS – Friesse Campus will increase from 520 to 590. The at capacity enrollment for the CICS – Ralph Ellison Campus will decrease from 900 to 600.

The overall at capacity enrollment for all 12 CICS Campuses will now be 8000.

On June 28, 2008, the Chicago Charter School Foundation submitted a design statement to open a new elementary school as a part of their pre-qualified status (authorized by Board Report 07-1114-EX4). CCSF proposes to establish the Chicago International Charter School – Altgeld Gardens Campus to be located at 13300 S. Langley and to increase their overall at capacity enrollment by 350 students to 8350. The school is scheduled to open in the fall of 2009 at full capacity and will serve 350 students in grades K – 8. Public hearings were held on September 3, 2008, October 6, 2008 and October 15, 2008. The October 15<sup>th</sup> hearing was recorded and a summary report of each hearing is available for review.

The Chicago Charter School Foundation is authorized to operate a pre-kindergarten program in the same building as the charter school. The children enrolled in the pre-kindergarten will not be included in the enrollment of the charter school and the pre-kindergarten program will not be governed by the Charter School Agreement. To the extent the Board provides funding for the pre-kindergarten program, that program will be subject to a separate agreement with and separate funding authorized by the Office of Early Childhood Education. A material breach of any contract between the Board and CCSF for operation of a pre-kindergarten program or the charter school may be treated as a breach of the other contract.

In October 2008 the Chicago Charter School Foundation also submitted a material modification to change the name of the Chicago International Charter School – Friesse Campus. The name will now be known as the Chicago International Charter School – Loomis Primary Campus.

In August 2009 the Chicago Charter School Foundation submitted a material modification to change the name of the Chicago International Charter School – Altgeld Gardens Campus to the Chicago International Charter School – Lloyd Bond Campus. A public hearing for the proposed name change was held on Tuesday, August 11, 2009. The hearing was recorded and a summary report is available for review.

On August 10, 2009, the Chicago Charter School Foundation submitted a proposal to open a new middle/high school at 801 East 133<sup>rd</sup> Place. CCSF proposes to establish the Chicago International Charter School – Carver Campus in the fall of 2010, serving 500 students in grades 6-12 and to increase the overall at capacity enrollment at the charter school by 900 to 9,250 students. At capacity, the Carver Campus will serve up to 900 students in grades 6-12. Public hearings, as required by statute, were held on June 23, 2009, September 10, 2009 and November 9, 2009. The public hearings were recorded and summary reports for all hearings are available for review.

In March 2010 the Chicago Charter School Foundation submitted a material modification to (a) change the name of the CICS – Carver Campus to the CICS – Larry Hawkins Campus, (b) change the grade structure at the CICS – Larry Hawkins Campus from 6 through 12 to 7 through 12, and (c) change the grade structure at the CICS – Lloyd Bond Campus from K through 8 to K through 6. A public hearing on the proposed changes was held on Tuesday March 16, 2010. The hearing was recorded and a symmary report is available for review.

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School	Year			At		At
Management Co.	Opened	Campus Name	Address	Capacity Grades	2008-2009 Enrollment	Capacity Enrollment
		Washington	6105 S.			
	2001	Park	Michigan	K - 8	454	460
			2235 N.			
	1997	Bucktown	Hamilton	K-8	627	640
American			11530 S.			
Quality	1997	Prairie	Prairie Ave.	K-8	412	405
Schools	1997	Frame	Ave.	N=0	412	403
(AQS)			1501 E.			
		Avalon/South	83 <sup>rd</sup>	l		
	2005	Shore	Place	K – 8	405_	426
			2245 N.			
	2002	West Belden	McVicker	K-8	500	500
			3900 W			050
	2002	Northtown	Peterson 1817 W.	9-12	808	850
Civitas	2006	Ralph Ellison	1817 W. 80 <sup>th</sup>	9-12	449	
Civitas	2000	Kaipii Ellison	Street	9-12	443	600
			Street			
			8130 S.			
	2005	Wrightwood	California	K – 8	699	785
				3 – 12	) 	
			1309 W.	(2008-		
			95 <sup>th</sup>	2012)		
Edison	1997	Longwood	Street	<del>-</del>	1475	1475
Schools Inc.		Loomis	9535 S		500	500
	2008	Primary	Loomis	K-2	569 350	590
	2009	Lloyd Bond	13300 S. Langley	K-86	(in 09-10)	350
	2009	Carver	801 East	V - 90	7111 03-101	330
		Larry	133″d		500	
	2010	Hawkins	Place	6 <u>7</u> -12	(in 10-11)	900
			1816 W.			
Victory	2002	Basil	Garfield	K – 8	722	733
,	2007	Imiaa Dacii	3820 N.	V 0	340	<b>5</b> 36
	2007	Irving Park	Spaulding	K – 8	349	536

CHARTER EVALUATION: After receiving the charter renewal proposal, the Office of New Schools conducted a comprehensive evaluation of the CCSF's performance and operations. This evaluation included a review of the proposal, facilities surveys, financial analysis, and academic site visits of multiple CCSF campuses in which teaching and learning, leadership and governance, and the learning community were assessed. In addition to the foregoing, the Office of New Schools evaluated the school's student performance. From 2002 to 2006, CCSF received 13 out of 22 high ratings and 5 out of 22 middle ratings on their absolute student performance indicators. On the 2006 ISAT, 67.40% of CCSF students met or exceeded state standards. Finally, the school experienced a high attendance rate of 94.4% in 2005-2006.

A Comprehensive Evaluation Team ("CET") was convened to review the evidence and make a recommendation regarding the renewal of the school. Based on the school's performance on these and other accountability criteria, the CET recommends that Chicago International Charter School be authorized to continue operating as a charter school

**RENEWAL TERM:** The term of CCSF's charter and charter school agreement is being extended for a five (5) year term commencing July 1, 2007 and ending June 30, 2012.

AUTHORIZATION: Authorize the General Counsel to include relevant terms and conditions, including any indemnities to be provided to the charter school, in the written Charter School Agreement and amendment, which shall reflect resolution of any and all outstanding issues between the Board and the governing body of the charter school including, but not limited to: site location, enrollment, funding, educational program, financial controls and practices, academic accountability and evaluations. Authorize the President and Secretary to execute the Charter School Agreement and amendment. Authorize the Executive Director of the Office of New Schools to issue a letter notifying the Illinois State Board of Education of the action (s) approved hereunder and to submit the approved proposal and signed Charter School Agreement to the Illinois State Board of Education for certification.

LSC REVIEW: Approval of Local School Councils is not applicable to this report.

FINANCIAL: The financial implications will be addressed during the development of the 2010-2011 fiscal year budget. Since the School Code of Illinois prohibits the incurring of any liability unless an appropriation has been previously made, expenditures beyond FY10 are deemed to be contingent liabilities only, subject to

appropriation in subsequent fiscal year budgets. The cost of this additional enrollment will be approximately \$3,823,500.00 in 2010-2011. Chicago Charter School Foundation will also receive supplemental funding amounts of \$239,410.00 in FY11, \$168,125.00 in FY12, and \$100,875.00 in FY13. If Chicago Charter School Foundation applies to the Renaissance Schools Fund for funding for the new campus and is not approved for funding, the Board shall provide a one-time payment to the new campus for planning positions in an amount not to exceed \$170,000.00.

#### **GENERAL CONDITIONS:**

Inspector General - Each Party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the Provisions of 105 ILCS 5/34-21.3, which restricts the employment of, or the letting of contracts to, former Board members during the one-year period following expiration or other termination of their terms of office.

Indebtedness - The Board's indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

#### 10-0324-EX4

APPROVE ENTERING INTO A SCHOOL MANAGEMENT CONSULTING
AGREEMENT WITH THE ACADEMY FOR URBAN SCHOOL LEADERSHIP
TO PROVIDE SCHOOL TURNAROUND SERVICES
AT MYRA BRADWELL COMMUNICATIONS ARTS & SCIENCES ELEMENTARY SCHOOL

#### THE CHIEF EXECUTIVE OFFICER RECOMMENDS:

That the Board approve entering into a School Management Consulting Agreement with the Academy for Urban School Leadership ("AUSL") to provide school turnaround services at Myra Bradwell Communications Arts & Sciences Elementary School ("Bradwell") at a cost not to exceed \$300,000.00 with supplemental compensation on a per-pupil basis of \$420 for the operation of Myra Bradwell Communications Arts & Sciences Elementary School. A School Management Consulting Agreement is currently being negotiated. No services shall be provided by and no payment shall be made to AUSL prior to execution of the written agreement. The authority granted herein shall automatically rescind in the event an agreement is not executed by the Board and AUSL within 120 days of the date of this Board Report. Information pertinent to this agreement is stated below.

PROVIDER: Academy for Urban School Leadership, a non-profit corporation

3400 N. Austin Avenue Chicago, IL 60634 Phone (773) 534-3885

Contact Person: Madeleine Maraldi and Dr. Donald Feinstein

Vendor Number: 39861

OVERSIGHT: Office of New Schools

125 S. Clark, 5<sup>th</sup> Floor Chicago, IL 60603 Phone: (773) 553-1530

Contact Person: Jaime Guzman, Interim Executive Officer

PROPOSAL: On July 15, 2009, AUSL responded to a Turnaround RFP issued by the Office of New Schools for current turnaround operators interested in providing school turnaround services at reconstituted and closed schools starting with the 2010 - 2011 school year. AUSL's proposal was reviewed and evaluated by a CPS Comprehensive Evaluation Team ("CET") in August of 2009. In October 2009, the Board pre-approved AUSL to provide school turnaround services at reconstituted schools under Board Report 09-1028-EX3.

PUBLIC HEARINGS: On January 27, 2010, the Chief Executive Officer proposed the reconstitution of Bradwell. A public hearing on the proposed reconstitution of Bradwell was held on February 10, 2010. The Board approved the reconstitution of Bradwell on February 24, 2010. A public hearing was held on March 15, 2010 regarding the selection of AUSL to provide school tumaround services at Bradwell. The hearing was recorded and a summary report is available for review. The school shall then be referred to as the Myra Bradwell Communications Arts & Sciences Elementary School of Excellence.

**TERM:** The School Management Consulting Agreement shall commence April 1, 2010 and shall end June 30, 2015, unless renewed or terminated early by the Board.

SCOPE OF SERVICES: AUSL will provide school turnaround services at Bradwell which shall include the following:

 Conduct principal recruitment and make recommendations to the CEO regarding principal selection and appointment:

- Conduct staff recruitment and make recommendations to the principal regarding selection of CPS teachers and master teachers to serve at Bradwell;
- Provide curriculum development support services to implement a standards-based, assessmentaligned curriculum;
- Provide principal with assistance and support to implement data-driven instruction, utilizing interim assessments, both Learning First and local assessments, to inform pedagogy and professional development;
- Provide principal with assistance and support to implement various after-school and extracurricular activities for students;
- 6. Assist the principal in providing parental involvement initiatives;
- Assist the principal and the Local School Council to annually develop and implement a School Improvement Plan;
- 8. Provide a full-time professional field coach at Bradwell who will provide ongoing school management consulting and professional development;
- Provide enhanced fundraising opportunities to support the implementation of school initiatives;
- 10. Conduct a 2 week summer retreat for Bradwell employees during the first year of the agreement.

**DELIVERABLES:** AUSL will provide quarterly reports to the Office of New Schools regarding the implementation of school turnaround measures and school progress. AUSL will furnish such additional information and reports as necessary to evaluate AUSL's turnaround services.

**OUTCOMES:** AUSL's services will result in improved teaching and student learning and shall accelerate student achievement at Bradwell. AUSL will be evaluated annually based on the specific outcomes, school progress goals and benchmarks identified in the agreement.

**COMPENSATION:** AUSL shall be paid the balance remaining from \$300,000.00 less the funds expended by CPS related to the costs of the planning positions at Bradwell and teacher overtime pay for professional development training. This one-time payment shall be made based upon the submission and approval of detailed invoices and/or a budget.

Annual compensation: AUSL shall be paid on a per-pupil basis of \$420 for the operation of Bradwell with two equal installments paid in September and January of each year based on student enrollment data.

**AUTHORIZATION:** Authorize the General Counsel to include other relevant terms and conditions in the written School Management Consulting Agreement. Authorize the President and Secretary to execute the School Management Consulting Agreement.

FINANCIAL: Charge to Office of New Schools: \$300,000.00 Fiscal Year. 2011 Budget Classification: 13615-331-54105-XXXXXX-430118 Source of Funds: ARRA Title I Grant

Annual Compensation: Using current year financial data, the general fund cost of the turnaround services for 536 students in 2010-11 (FY11) will be approximately \$225,120.00. The financial implications will be addressed during the development of the FY11 budget. Since the School Code of Illinois prohibits the incurring of any liability unless an appropriation has been previously made, expenditures beyond the current FY10 are deemed to be contingent liabilities only, subject to appropriation in subsequent fiscal year budgets.

#### **GENERAL CONDITIONS:**

Inspector General – Each Party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3, which restricts the employment of, or the letting of contracts to, former Board members during the one-year period following expiration or other termination of their terms of office.

Indebtedness – The Board's indebtedness Policy adopted June 26, 2006 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics – The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time shall be incorporated into and made a part of the agreement.

Contingent Liability – Since the School Code of Illinois prohibits the incurring of any liability unless an appropriation has been previously made, expenditures beyond FY09 are deemed to be contingent liabilities only, subject to appropriation in subsequent fiscal year budgets. The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

# APPROVE ENTERING INTO A SCHOOL MANAGEMENT CONSULTING AGREEMENT WITH THE ACADEMY FOR URBAN SCHOOL LEADERSHIP TO PROVIDE SCHOOL TURNAROUND SERVICES AT GEORGE W. CURTIS ELEMENTARY SCHOOL

#### THE CHIEF EXECUTIVE OFFICER RECOMMENDS:

That the Board approve entering into a School Management Consulting Agreement with the Academy for Urban School Leadership ("AUSL") to provide school turnaround services at George W. Curtis Elementary School ("Curtis") at a cost not to exceed \$300,000.00 with supplemental compensation on a per-pupil basis of \$420 for the operation of George W. Curtis Elementary School. A School Management Consulting Agreement is currently being negotiated. No services shall be provided by and no payment shall be made to AUSL prior to execution of the written agreement. The authority granted herein shall automatically rescind in the event an agreement is not executed by the Board and AUSL within 120 days of the date of this Board Report. Information pertinent to this agreement is stated below.

PROVIDER: Academy for Urban School Leadership, a non-profit corporation

3400 N. Austin Avenue Chicago, IL 60634 Phone (773) 534-3885

Contact Person: Madeleine Maraldi and Dr. Donald Feinstein

Vendor Number: 39861

OVERSIGHT: Office of New Schools

125 S. Clark, 5<sup>th</sup> Floor Chicago, IL 60603 Phone: (773) 553-1530

Contact Person: Jaime Guzman, Interim Executive Officer

**PROPOSAL:** On July 15, 2009, AUSL responded to a Turnaround RFP issued by the Office of New Schools for current turnaround operators interested in providing school turnaround services at reconstituted and closed schools starting with the 2010 - 2011 school year. AUSL's proposal was reviewed and evaluated by a CPS Comprehensive Evaluation Team (\*CET\*) in August of 2009. In October 2009, the Board pre-approved AUSL to provide school turnaround services at reconstituted schools under Board Report 09-1028-EX3.

PUBLIC HEARINGS: On January 27, 2010, the Chief Executive Officer proposed the closure of Curtis A public hearing on the proposed closure of Curtis was held on January 30, 2010. The Chief Executive Officer proposed the reconstitution of Curtis on February 18, 2010. The Board approved the reconstitution of Curtis on February 24, 2010. A public hearing was held on March 15, 2010 regarding the selection of AUSL to provide school turnaround services at Curtis. The hearings were recorded and summary reports are available for review. The school shall be referred to as the George W. Curtis Elementary School of Excellence.

**TERM:** The School Management Consulting Agreement shall commence April 1, 2010 and shall end June 30, 2015, unless renewed or terminated early by the Board.

**SCOPE OF SERVICES:** AUSL will provide school turnaround services at Curtis which shall include the following:

- Conduct principal recruitment and make recommendations to the CEO regarding principal selection and appointment;
- Conduct staff recruitment and make recommendations to the principal regarding selection of CPS teachers and master teachers to serve at Curtis;
- Provide curriculum development support services to implement a standards-based, assessmentaligned curriculum;
- Provide principal with assistance and support to implement data-driven instruction, utilizing interim assessments, both Learning First and local assessments, to inform pedagogy and professional development;
- Provide principal with assistance and support to implement various after-school and extracurricular activities for students;
- 6. Assist the principal in providing parental involvement initiatives;
- Assist the principal and the Local School Council to annually develop and implement a School Improvement Plan;
- 8. Provide a full-time professional field coach at Curtis who will provide ongoing school management consulting and professional development;
- Provide enhanced fundraising opportunities to support the implementation of school initiatives, and
- 10. Conduct a 2 week summer retreat for Curtis employees during the first year of the agreement.

**DELIVERABLES:** AUSL will provide quarterly reports to the Office of New Schools regarding the implementation of school turnaround measures and school progress. AUSL will furnish such additional information and reports as necessary to evaluate AUSL's turnaround services.

**OUTCOMES:** AUSL's services will result in improved teaching and student learning and shall accelerate student achievement at Curtis. AUSL will be evaluated annually based on the specific outcomes, school progress goals and benchmarks identified in the agreement.

**COMPENSATION:** AUSL shall be paid the balance remaining from \$300,000.00 less the funds expended by CPS related to the costs of the planning positions at Curtis and teacher overtime pay for professional development training. This one-time payment shall be made based upon the submission and approval of detailed invoices and/or a budget.

Annual compensation: AUSL shall be paid on a per-pupil basis of \$420 for the operation of Curtis with two equal installments paid in September and January of each year based on student enrollment data.

**AUTHORIZATION:** Authorize the General Counsel to include other relevant terms and conditions in the written School Management Consulting Agreement. Authorize the President and Secretary to execute the School Management Consulting Agreement.

FINANCIAL: Charge to Office of New Schools: \$300,000.00 Fiscal Year: 2011

Budget Classification: 13615-331-54105-XXXXXX-430118

Source of Funds: ARRA Title I Grant

Annual Compensation: Using current year financial data, the general fund cost of the turnaround services for 472 students in 2010-11 (FY11) will be approximately \$198,240.00. The financial implications will be addressed during the development of the FY11 budget Since the School Code of Illinois prohibits the incurring of any liability unless an appropriation has been previously made, expenditures beyond the current FY10 are deemed to be contingent liabilities only, subject to appropriation in subsequent fiscal year budgets.

#### **GENERAL CONDITIONS:**

Inspector General – Each Party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3, which restricts the employment of, or the letting of contracts to, former Board members during the one-year period following expiration or other termination of their terms of office.

Indebtedness – The Board's indebtedness Policy adopted June 26, 2006 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics – The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time shall be incorporated into and made a part of the agreement.

Contingent Liability – Since the School Code of Illinois prohibits the incurring of any liability unless an appropriation has been previously made, expenditures beyond FY09 are deemed to be contingent liabilities only, subject to appropriation in subsequent fiscal year budgets. The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

#### 10-0324-EX6

APPROVE ENTERING INTO A SCHOOL MANAGEMENT CONSULTING AGREEMENT WITH THE ACADEMY FOR URBAN SCHOOL LEADERSHIP TO PROVIDE SCHOOL TURNAROUND SERVICES AT CHARLES S. DENEEN ELEMENTARY SCHOOL

#### THE CHIEF EXECUTIVE OFFICER RECOMMENDS:

That the Board approve entering into a School Management Consulting Agreement with the Academy for Urban School Leadership ("AUSL") to provide school turnaround services at Charles S. Deneen Elementary School ("Deneen") at a cost not to exceed \$300,000.00 with supplemental compensation on a per-pupil basis of \$420 for the operation of Charles S. Deneen Elementary School. A School Management Consulting Agreement is currently being negotiated. No services shall be provided by and no payment shall be made to AUSL prior to execution of the written agreement. The authority granted herein shall automatically rescind in the event an agreement is not executed by the Board and AUSL within 120 days of the date of this Board Report. Information pertinent to this agreement is stated below.

PROVIDER: Academy for Urban School Leadership, a non-profit corporation

3400 N. Austin Avenue Chicago, IL 60634 Phone (773) 534-3885

Contact Person: Madeleine Maraldi and Dr. Donald Feinstein

Vendor Number: 39861

OVERSIGHT: Office of New Schools

125 S. Clark, 5<sup>th</sup> Floor Chicago, IL 60603 Phone: (773) 553-1530

Contact Person: Jaime Guzman, Interim Executive Officer

**PROPOSAL:** On July 15, 2009, AUSL responded to a Turnaround RFP issued by the Office of New Schools for current turnaround operators interested in providing school turnaround services at reconstituted and closed schools starting with the 2010 - 2011 school year. AUSL's proposal was reviewed and evaluated by a CPS Comprehensive Evaluation Team ("CET") in August of 2009. In October 2009, the Board pre-approved AUSL to provide school turnaround services at reconstituted schools under Board Report 09-1028-EX3.

**PUBLIC HEARINGS:** On January 27, 2010, the Chief Executive Officer proposed the reconstitution of Deneen. A public hearing on the proposed reconstitution of Deneen was held on February 8, 2010. The Board approved the reconstitution of Deneen on February 24, 2010. A public hearing was held on March 15, 2010 regarding the selection of AUSL to provide school turnaround services at Deneen. The hearing was recorded and a summary report is available for review. The school shall be referred to as the Charles S. Deneen Elementary School of Excellence.

**TERM:** The School Management Consulting Agreement shall commence March 1, 2010 and shall end June 30, 2015, unless renewed or terminated early by the Board.

**SCOPE OF SERVICES:** AUSL will provide school turnaround services at Deneen which shall include the following:

- Conduct principal recruitment and make recommendations to the CEO regarding principal selection and appointment;
- Conduct staff recruitment and make recommendations to the principal regarding selection of CPS teachers and master teachers to serve at Deneen;
- Provide curriculum development support services to implement a standards-based, assessmentaligned curriculum;
- Provide principal with assistance and support to implement data-driven instruction, utilizing interim assessments, both Learning First and local assessments, to inform pedagogy and professional development;
- Provide principal with assistance and support to implement various after-school and extracurricular activities for students;
- 6. Assist the principal in providing parental involvement initiatives;
- Assist the principal and the Local School Council to annually develop and implement a School Improvement Plan;
- Provide a full-time professional field coach at Deneen who will provide ongoing school management consulting and professional development;
- Provide enhanced fundraising opportunities to support the implementation of school initiatives;
- 10. Conduct a 2 week summer retreat for Deneen employees during the first year of the agreement

**DELIVERABLES:** AUSL will provide quarterly reports to the Office of New Schools regarding the implementation of school turnaround measures and school progress. AUSL will furnish such additional information and reports as necessary to evaluate AUSL's turnaround services.

**OUTCOMES:** AUSL's services will result in improved teaching and student learning and shall accelerate student achievement at Deneen. AUSL will be evaluated annually based on the specific outcomes, school progress goals and benchmarks identified in the agreement.

**COMPENSATION:** AUSL shall be paid the balance remaining from \$300,000.00 less the funds expended by CPS related to the costs of the planning positions at Deneen and teacher overtime pay for professional development training. This one-time payment shall be made based upon the submission and approval of detailed invoices and/or a budget.

Annual compensation: AUSL shall be paid on a per-pupil basis of \$420 for the operation of Deneen with two equal installments paid in September and January of each year based on student enrollment data.

**AUTHORIZATION:** Authorize the General Counsel to include other relevant terms and conditions in the written School Management Consulting Agreement. Authorize the President and Secretary to execute the School Management Consulting Agreement.

FINANCIAL: Charge to Office of New Schools: \$300,000.00 Fiscal Year: 2011 Budget Classification: 13615-331-54105-XXXXXX-430118 Source of Funds: ARRA Title I Grant

Annual Compensation: Using current year financial data, the general fund cost of the turnaround services for 627 students in 2010-11 (FY11) will be approximately \$263,340.00. The financial implications will be addressed during the development of the FY11 budget. Since the School Code of Illinois prohibits the incurring of any liability unless an appropriation has been previously made, expenditures beyond the current FY10 are deemed to be contingent liabilities only, subject to appropriation in subsequent fiscal year budgets.

#### **GENERAL CONDITIONS:**

Inspector General – Each Party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3, which restricts the employment of, or the letting of contracts to, former Board members during the one-year period following expiration or other termination of their terms of office.

Indebtedness – The Board's indebtedness Policy adopted June 26, 2006 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics – The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time shall be incorporated into and made a part of the agreement.

Contingent Liability – Since the School Code of Illinois prohibits the incurring of any liability unless an appropriation has been previously made, expenditures beyond FY09 are deemed to be contingent liabilities only, subject to appropriation in subsequent fiscal year budgets. The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

#### 10-0324-EX7

# APPROVE ENTERING INTO A SCHOOL MANAGEMENT CONSULTING AGREEMENT WITH THE ACADEMY FOR URBAN SCHOOL LEADERSHIP TO PROVIDE SCHOOL TURNAROUND SERVICES AT WENDELL PHILLIPS ACADEMY HIGH SCHOOL

#### THE CHIEF EXECUTIVE OFFICER RECOMMENDS:

That the Board approve entering into a School Management Consulting Agreement with the Academy for Urban School Leadership ("AUSL") to provide school turnaround services at Wendell Phillips Academy High School ("Phillips") at a cost not to exceed \$520,000.00 with supplemental compensation on a perpupil basis of \$500 for the operation of Wendell Phillips Academy High School. A School Management Consulting Agreement is currently being negotiated. No services shall be provided by and no payment shall be made to AUSL prior to execution of the written agreement. The authority granted herein shall automatically rescind in the event an agreement is not executed by the Board and AUSL within 120 days of the date of this Board Report. Information pertinent to this agreement is stated below.

PROVIDER: Academy for Urban School Leadership, a non-profit corporation

3400 N. Austin Avenue Chicago, IL 60634 Phone (773) 534-3885

Contact Person: Madeleine Maraldi and Dr. Donald Feinstein

Vendor Number: 39861

OVERSIGHT: Office of New Schools

125 S. Clark, 5<sup>th</sup> Floor Chicago, IL 60603 Phone: (773) 553-1530

Contact Person: Jaime Guzman, Interim Executive Officer

**PROPOSAL:** On July 15, 2009, AUSL responded to a Turnaround RFP issued by the Office of New Schools for current turnaround operators interested in providing school turnaround services at reconstituted and closed schools starting with the 2010 - 2011 school year. AUSL's proposal was reviewed and evaluated by a CPS Comprehensive Evaluation Team ("CET") in August of 2009. In October 2009, the Board pre-approved AUSL to provide school turnaround services at reconstituted schools under Board Report 09-1028-EX3.

PUBLIC HEARINGS: On January 27, 2010, the Chief Executive Officer proposed the reconstitution of Phillips. A public hearing on the proposed reconstitution of Phillips was held on February 1, 2010. The Board approved the reconstitution of Phillips on February 24, 2010. A public hearing was held on March 15, 2010 regarding the selection of AUSL to provide school turnaround services at Phillips. The hearing was recorded and a summary report is available for review. The school shall be referred to as the Wendell Phillips Academy High School of Excellence.

**TERM:** The School Management Consulting Agreement shall commence April 1, 2010 and shall end June 30, 2015, unless renewed or terminated early by the Board.

SCOPE OF SERVICES: AUSL will provide school turnaround services at Phillips which shall include the following:

- Conduct principal recruitment and make recommendations to the CEO regarding principal selection and appointment;
- Conduct staff recruitment and make recommendations to the principal regarding selection of CPS teachers and master teachers to serve at Phillips;
- Provide curriculum development support services to implement a standards-based, assessmentaligned curriculum;
- Provide principal with assistance and support to implement data-driven instruction, utilizing interim assessments, both Learning First and local assessments, to inform pedagogy and professional development;

- Provide principal with assistance and support to implement various after-school and extracurricular activities for students;
- 6. Assist the principal in providing parental involvement initiatives;
- Assist the principal and the Local School Council to annually develop and implement a School Improvement Plan;
- 8. Provide a full-time professional field coach at Phillips who will provide ongoing school management consulting and professional development;
- Provide enhanced fundraising opportunities to support the implementation of school initiatives;
- Conduct a 2 week summer retreat for Phillips employees during the first year of the agreement.

**DELIVERABLES:** AUSL will provide quarterly reports to the Office of New Schools regarding the implementation of school turnaround measures and school progress. AUSL will furnish such additional information and reports as necessary to evaluate AUSL's turnaround services.

**OUTCOMES:** AUSL's services will result in improved teaching and student learning and shall accelerate student achievement at Phillips. AUSL will be evaluated annually based on the specific outcomes, school progress goals and benchmarks identified in the agreement.

**COMPENSATION:** AUSL shall be paid the balance remaining from \$520,000.00 less the funds expended by CPS related to the costs of the planning positions at Phillips and teacher overtime pay for professional development training. This one-time payment shall be made based upon the submission and approval of detailed invoices and/or a budget.

Annual compensation: AUSL shall be paid on a per-pupil basis of \$500 for the operation of Phillips with two equal installments paid in September and January of each year based on student enrollment data.

**AUTHORIZATION:** Authorize the General Counsel to include other relevant terms and conditions in the written School Management Consulting Agreement. Authorize the President and Secretary to execute the School Management Consulting Agreement.

FINANCIAL: Charge to Office of New Schools: \$520,000.00 Fiscal Year: 2011 Budget Classification: 13615-331-54105-XXXXXX-430118 Source of Funds: ARRA Title I Grant

Annual Compensation: Using current year financial data, the general fund cost of the turnaround services for 627 students in 2010-11 (FY11) will be approximately \$313,500.00. The financial implications will be addressed during the development of the FY11 budget Since the School Code of Illinois prohibits the incurring of any liability unless an appropriation has been previously made, expenditures beyond the current FY10 are deemed to be contingent liabilities only, subject to appropriation in subsequent fiscal year budgets.

#### **GENERAL CONDITIONS:**

Inspector General – Each Party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3, which restricts the employment of, or the letting of contracts to former Board members during the one-year period following expiration or other termination of their terms of office.

Indebtedness – The Board's indebtedness Policy adopted June 26, 2006 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement

Ethics – The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time shall be incorporated into and made a part of the agreement.

Contingent Liability – Since the School Code of Illinois prohibits the incurring of any liability unless an appropriation has been previously made, expenditures beyond FY09 are deemed to be contingent liabilities only, subject to appropriation in subsequent fiscal year budgets. The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

#### 10-0324-EX8

ESTABLISH THE NEW BOONE-CLINTON ELEMENTARY SCHOOL AND ITS ATTENDANCE AREA BOUNDARIES AND ADJUST THE ATTENDANCE AREA BOUNDARIES FOR DANIEL BOONE ELEMENTARY SCHOOL AND DEWITT CLINTON ELEMENTARY SCHOOL

#### THE CHIEF EXECUTIVE OFFICER RECOMMENDS:

That the Board approve the establishment, opening and attendance boundary of a new elementary school, effective July 1, 2010, to be known on a temporary basis

as Boone-Clinton Elementary School ("Boone-Clinton") located at 6700 North Whipple Avenue and adjust the attendance area boundaries for Daniel Boone Elementary School ("Boone School") located at 6710 North Washtenaw Avenue and DeWitt Clinton Elementary School ("Clinton School") located at 6110 North Fairfield Avenue.

Two communities meetings were held to discuss the new elementary school and proposed boundary changes. The first meeting was held at Clinton School on February 17, 2010 and the second meeting was held at Boone School on March 16, 2010.

#### **DESCRIPTION:**

Effective July 1, 2010, Boone-Clinton School will open at 6700 North Whipple Avenue as a neighborhood school and serve approximately 600 students in grades Pre-K through eighth grade beginning in the 2010-2011 school year. A formal school name shall be assigned by the Board prior to September 1, 2010 in accordance with the procedures identified for the naming of new schools identified in the Board's Policy on Naming and Re-Naming Schools (Board Report 03-0326-PO4). Initially, Boone-Clinton School will establish a transitional advisory body. A Local School Council will be established in a timely matter.

All of the students in grades kindergarten through seventh residing within the attendance area for Boone-Clinton School and currently attending Boone School or Clinton School, will be transferred to Boone-Clinton School to commence their next school year in September 2010. Enrollment at Boone, Clinton, or Boone-Clinton Schools for students who reside outside each school's respective attendance areas are subject to available space and other conditions as set out in the Open Enrollment provisions of the Board's Policy on Enrollment and Transfer of Students in the Chicago Public Schools (Board Report 08-0927-PO2). These changes are necessary in order to open Boone-Clinton School while relieving overcrowding at Boone School and Clinton School.

Pursuant to the Board of Education's Policy on the Review and Establishment of School Attendance Boundaries, 05-0622-PO1, public meetings were convened on February 17, 2010 and March 16, 2010, following the issuance of proper notice to receive public comment on the CEO's proposal to establish Boone-Clinton School and its attendance area boundary and adjust the attendance areas of Boone School and Clinton School.

### Establish Attendance Area Boundaries for Boone-Clinton Area Elementary School

Effective July 1, 2010, Grades Kindergarten through eighth:

Beginning at Kedzie Ave and Touhy Ave
East to Sacramento Ave
South to Estes Ave
East to California Ave
South to Rosemont Ave
West to Francisco Av
South to Granville Av
West to Kedzie Ave
South to Lincoln Ave
Northwest to the North Shore Channel (3100 West)
North to the starting point.

### Adjust Attendance Area Boundaries for Daniel BooneElementary School (School ID # 609804)

Grades Kindergarten through eighth;

Beginning at California Ave and Greenleaf Ave East to Rockwell Ave South to Lunt Ave East to Western Ave South to Devon Ave West to California Ave North to the starting point

### Adjust the Attendance Area Boundaries for DeWitt Clinton School (School ID # 609859):

Grades Kindergarten through eighth;

Beginning at Lincoln Ave and the North Shore Channel

Southeast t o Kedzie Ave North to Granville Ave East to Francisco Ave North to Rosemont Ave East to California Ave North to Devon Ave East toWestern Ave South to Peterson Ave

West to the North Shore Channel

North to the starting point

LSC REVIEW: Not applicable.

**AFFIRMATIVE** 

ACTION STATUS: Not applicable.

FINANCIAL: No additional cost to the Chicago Public Schools

**PERSONNEL** 

IMPLICATIONS: These schools will be staffed according to the ratios in the Agreement between the

Board of Education of the City of Chicago and the Chicago Teachers Union.

#### 10-0324-EX9

### CHANGE THE GRADE STRUCTURE OF PHILLIP MURRAY ELEMENTARY LANGUAGE ACADEMY

#### THE CHIEF EXECUTIVE OFFICER RECOMMENDS:

That effective July 1, 2010, the grade structure of Phillip Murray Elementary Language Academy School (Unit 5030, School ID 610090) ("Murray School"), located at 5335 South Kenwood Avenue, be changed as described below.

#### **DESCRIPTION:**

Currently, Murray School serves kindergarten through sixth grade in addition to offering pre-kindergarten programs. Effective July 1, 2010, Murray School will increase its grade structure to serve grades kindergarten through seventh grade and, thereafter, Murray School will increase its grade offering by one grade per year such that the school's grade offering will be kindergarten through eighth grade by the 2011-12 school year.

On January 21, 2010, a community meeting was held at Murray School where members of the public were afforded an opportunity to provide public comment to the Murray School principal and members of CPS staff on the proposal to change the grade structure of Murray School.

The CEO has determined to recommend that the Board approve the grade structure adjustments effective July 1, 2010.

FINANCIAL: None.

LSC IMPLICATIONS: None.

**PERSONNEL IMPLICATIONS**: The employment status of all faculty and staff members currently assigned to Murray School will be determined pursuant to the CPS staffing formulas, Board Policies and any applicable collective bargaining agreements.

President Richardson-Lowry indicated that if there were no objections, Board Reports 10-0324-EX1 through 10-0324-EX9 would be adopted by the last favorable roll call vote, all members present voting therefore.

President Richardson-Lowry thereupon declared Board Reports 10-0324-EX1 through 10-0324-EX9 adopted.

#### **REPORT ON STUDENT EXPULSIONS FOR FEBRUARY 2010**

### DESIGNEE FOR THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

8 Students were expelled from the Chicago Public Schools in February 2010.

#### **DESCRIPTION:**

Pursuant to the provisions of Sections 10-22.6 and 34-19 of the School Code of Illinois, Section 6-8 of the Rules of the Board of Education of the City of Chicago, and the Student Code of Conduct of the Chicago Public Schools, the designee for the Chief Executive Officer approved the expulsion of 8 Chicago Public Schools students, for gross disobedience, misconduct or other violations of the bylaws, rules and regulations of the Chicago Board of Education.

#### **February Totals**

(February 1 to February 28, 2010)

Expulsions	8
No Expulsions	00
SMART Referrals	<u>138</u>
	146

#### (2009-2010 Totals to Date)

(August 1, 2009 to current)

Expulsions	187
No Expulsions	98
SMART Referrals	500
Decisions Pending	20
	805

#### LSC REVIEW:

LSC review is not applicable to this report.

#### **AFFIRMATIVE ACTION STATUS:**

Not applicable.

#### **FINANCIAL:**

No cost to the Chicago Public Schools.

#### PERSONNEL IMPLICATIONS:

None.

#### 10-0324-OP1

### APPROVE ENTERING INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF CHICAGO REGARDING THE SHARED COST SIDEWALK PROGRAM

#### THE CHIEF EXECUTIVE REPORTS THE FOLLOWING DECISION:

Approve entering into an intergovernmental agreement with the City of Chicago, Department of Transportation, and Bureau of Streets regarding the shared cost sidewalk program for the Department of Operations, Capital Improvement Program at a cost not to exceed \$250,000. A written intergovernmental agreement is currently being negotiated. No services shall be provided and no payment shall be made prior to the execution of the intergovernmental agreement. The authority granted herein shall automatically rescind in the event an intergovernmental agreement is not executed within 120 days of the date of this Board Report. Information pertinent to this intergovernmental agreement is stated below.

VENDOR: The City of Chicago, Department of Transportation

Bureau of Streets, City Hall Room 107 Chicago, IL 60602

Contact Person: Thomas H. Powers

(312) 744-0053 Vendor # 37871

USER: Department of Facilities

125 South Clark - 17th Floor

Chicago, IL 60603 David Allen (773) 553-2900

**TERM:** The intergovernmental agreement is for a term commencing May 1, 2010 and ending April 30 2011, with the Board having the option to extend the intergovernmental agreement for one (1) additional twelve month period.

**PROGRAM:** The Shared Cost Sidewalk Program is a program administered by the City where the City provides for the replacement of sidewalks, curbs and gutters at various Chicago Public Schools, and the City and the Board equally split the cost of such replacements.

CITY'S CONTRIBUTION: The City schedules and performs all work associated with the Program. The City pays ½ of all cost associated with this Program, not to exceed \$250,000.

BOARD'S CONTRIBUTION: The Board pays ½ of all costs associated with this Program, not to exceed \$250,000.

**AUTHORIZATION:** Authorize the General Counsel to include other relevant terms and conditions in the intergovernmental agreement. Authorize the President and Secretary to execute the intergovernmental agreement. Authorize the Chief Property Officer to execute any and all ancillary documents required to administer or effectuate the agreement.

**AFFIRMATIVE ACTION: Not Applicable** 

LSC REVIEW: Local School Council approval is not applicable

FINANCIAL: Charge to Operations: \$250,000 Fiscal Year: FY09

Budget Classification: 12150-499-54105-256917-000000-2009

Source of Funds: Capital Funds

#### **GENERAL CONDITIONS:**

Inspector General – Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one-year period following expiration or other termination of their terms of office.

Indebtedness – The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics – The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability – The agreement shall contain the clause that any expenditure beyond the fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s)

#### 10-0324-OP2

### APPROVE CONSENTING TO THE PROPOSED DESIGNATION OF THE ROBERT LINDBLOM TECHNICAL HIGH SCHOOL BUILDING AS A CHICAGO LANDMARK

#### THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve consenting to the proposed designation of the Robert Lindblom Technical High School Building ("Lindblom High School") as a Chicago landmark. No written agreement is necessary with the exception of an Indication of Consent. Information pertinent to the Indication of Consent is stated below

**USER:** Department of Operations

125 S. Clark Street, 17<sup>th</sup> Floor Chicago, Illinois 60603 Contact: Pat Taylor Phone: 773.553.2900

**DESCRIPTION:** Landmark designation is intended to recognize important historic properties. The Commission on Chicago Landmarks ("Commission") recommends to the City Council of Chicago buildings and districts for landmark designation. Lindblom High School is being recommended as a landmark because of its significant historical and architectural features. Final determination of Lindblom High School as a landmark will be determined by the City Council of Chicago, acting on the recommendation of the Commission.

**OUTCOMES:** This authorization will result in Lindblom High School being recommended as a Chicago landmark.

**AUTHORIZATION:** Authorize Chief Operating Officer to execute the Indication of Consent and any other documents required to consent to this landmark designation.

AFFIRMATIVE ACTION: Exempt

LSC REVIEW: Local School Council approval is not applicable to this report.

FINANCIAL: No financial implications

#### 10-0324-OP3

### APPROVE ENTERING INTO A MASTER LICENSING AGREEMENT WITH OPENLANDS FOR USE AND IMPROVEMENT OF SCHOOL FACILITIES

#### THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into a Master Licensing Agreement (the "Agreement") with Openlands, an Illinois not for profit corporation ("Openlands"), to install and support school gardens at various Schools (individually, a "School" and collectively, "Schools") owned, operated and occupied by Chicago Public Schools ("CPS"). The Agreement will establish the roles and responsibilities of the parties to the Agreement. There will be no cost or financial obligation on the part of the Board for the installation of gardens at various School sites. Openlands will raise funds, install gardens and implement programs to provide CPS students with gardens and learning landscapes that enhance school curricula. A written Agreement is currently being negotiated. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 120 days of the date of this Board Report. Information pertinent to this agreement is stated below.

AGENCY: Openlands

25 E Washington, Suite 1650,

Chicago, IL 60602

Contact Person: Jaime Zaplatosch

Phone: 312-863-6270 Fax: 312-863-6251

USER: CPS Department of Facilities

125 S Clark, 17<sup>th</sup> Floor Chicago, IL 60603 Suzanne Carlson 773-553-1482

**OPENLANDS DESCRIPTION:** Openlands, founded in 1963, is an independent, Illinois not-for-profit corporation dedicated to preserving and enhancing public open space in northeastern Illinois. Openlands is one of the nation's oldest and most successful urban conservation organizations. To date, Openlands has taken leadership roles in securing more than 45,000 acres of land in the Chicago area for public parks, forest preserves, land and water greenway corridors and urban gardens.

Openlands runs several school gardening programs within the City of Chicago (the "City") that installs gardens and supports teachers with professional development, networking and materials to connect classroom curriculum to their outdoor green spaces.

**TERM:** The term of the Agreement shall commence on the date the Agreement is signed and shall end 60 months thereafter. The Agreement shall have unlimited options to renew for periods of one year each

#### **RESPONSIBILITIES OF PARTIES:**

Openlands will: work with garden teams at individual Schools to design and install the gardens; raise the funds necessary to install the gardens and provide insurance coverage for the garden installations; hire appropriate subcontractors for worked deemed inappropriate for students; work with CPS Department of Facilities to approve designs; require professional development of garden team members for successful integration of the

garden into classroom; provide all the materials needed for the installations; create a maintenance plan, provide on-going assistance for upkeep as needed; and donate landscape to the Board. Openlands will select Schools for installations based on School's commitment to maintain gardens through classroom programs, volunteer labor, and external resources and funds, and Openlands will provide training and support to ensure ongoing upkeep. The Board is not providing additional resources to recipient Schools.

**AUTHORIZATION:** Authorize the General Counsel to include other relevant terms and conditions in the written Agreement. Authorize the President and Secretary to execute the Agreement. Authorize the Chief Facilities Officer to execute all ancillary documents required to administer or effectuate the Agreement

**AFFIRMATIVE ACTION: Exempt** 

LSC REVIEW: Local School Council approval is not applicable to this report.

**FINANCIAL:** There is no cost or financial obligation on the part of the Board. Any such commitment shall require prior Board approval.

#### GENERAL CONDITIONS:

Inspector General – Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness – The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics – The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

#### 10-0324-OP4

# AUTHORIZE THE CHIEF OPERATING OFFICER TO ASSIGN OWNER'S REPRESENTATIVE RESPONSIBILITIES OF THE HOLMES ELEMENTARY SCHOOL ADDITION PROJECT TO THE PUBLIC BUILDING COMMISSION OF CHICAGO

#### THE CHIEF OPERATING OFFICER REPORTS THE FOLLOWING DECISION:

Approve the assignment of oversight of the Owner's Representative responsibilities for construction of an addition at Holmes Elementary School (the "Project"), which was awarded to the general contractor F. H. Paschen, S.N. Nielsen & Associates, LLC) ("General Contractor") to the Public Building Commission ("PBC"). Owner's Representative responsibilities for this Project are to be assigned to the PBC. This Board Report authorizes the Chief Operating Officer to assign these responsibilities to the PBC. Information pertinent to this assignment is stated below.

ASSIGNEE: Public Building Commission of Chicago

Richard J. Daley Center 50 W. Washington, Suite 200

Chicago, IL 60602

Contact Person: Erin Lavin Cabonargi, Executive Director

Phone: 312-744-3090

USER: Department of Operations

125 South Clark Street, 17th Floor

Chicago, IL 60603 Pat Taylor (773) 553-2900

**AUTHORIZATION:** Authorize the General Counsel to include other relevant terms and conditions in any written documents necessary to effect this assignment. Authorize the Chief Operating Officer to execute all documents required to administer or effectuate the assignment.

FINANCIAL: No financial obligation to Board at this time.

President Richardson-Lowry indicated that if there were no objections, Board Reports 10-0324-ED1, and 10-0324-OP1 through 10-0324-OP4 would be adopted by the last favorable roll call vote, all members present voting therefore.

President Richardson-Lowry thereupon declared Board Reports 10-0324-ED1, and 10-0324-OP1 through 10-0324-OP4 adopted.

10-0324-PR1

#### REPORT ON EMERGENCY EXPENDITURES

THE CHIEF PURCHASING OFFICER REPORTS ON THE FOLLOWING EXPENDITURES PURSUANT TO 105 ILCS 5/10-20.21(xiv) and THE RULES OF THE BOARD, SECTION 7-5, EMERGENCY EXPENDITURES:

1. <u>Lloyd Elementary School – Masonry Stabilization</u>. An expenditure of \$23,621.49 was approved on January 4, 2010 due to frozen coils in the Annex-Main Building. The frozen coils caused a flood in the first, second, and third floors. The Vendor repaired the burst coils in AHU # 2 and, to accomplish this, had to tear apart the panel walls to access the coils. This was a quick fix that worked and new replacement coils were ordered. The overall cost as \$9,600.00 for the replacement coils and \$14,021.49 for the repair work to restore heat.

Vendor #: 26041 Stanton Mechanical, Inc. 170 Gaylord Street Elk Grove Village, IL 60007 Requisition Number: 6032002 Purchase Order Number: 1889212

Budget Classification: 24221-499-56215-253536-000000-2010

Source of Funds: Emergency Capital Repairs

2. Steinmetz High School – Broken Water Line. Expenditures as set forth below were approved on January 25, 2010 due to a water leak between the building and the water main vault which occurred on January 10, 2010. Stanton Mechanical, Inc. did the initial investigation and dug a hole to fix the leak with no success at a cost of \$17, 031.15. F.H. Paschen, S.N. Nielsen & Associates, LLC was then contacted to install a temporary 2" copper waterline in order to reopen the School and install a new 6" water line from the School to the main water vault at a cost of \$121,292.00. The overall cost was \$138,323.15.

Vendor #: 26041
Stanton Mechanical, Inc.
170 Gaylord Street
Elk Grove Village, IL 60007
Requisition Number: 6036261
Purchase Order Number: 1892674
Vendor # 26041
F.H. Paschen, S.N. Nielsen & Associates, LLC
8725 W. Higgins Road, Suite 200
Chicago, Illinois 60631
Requisition Number: 6036266
Purchase Order Number: 1892674

Budget Classification: 46291-499-56215-253536-000000-2010

Source of Funds: Emergency Capital Funds

3. Robeson High School – Install Temporary Fencing. An expenditure of \$12,154.00 was approved on January 26, 2010 for labor and material necessary to install 590 feet of 8 foot high temporary privacy fence meshing. This emergency expenditure was necessary to prevent anyone from entering this area due to a severely bowed brick wall that might have caused bricks to fall and injure someone until a scope of services was developed to put the project out for bid.

Vendor #: 18923 Midwest Fence Corp. 900 North Kedzie Avenue Chicago, IL 60851 Requisition Number: 6032013

Purchase Order Number: 1891356

Budget Classification: 46121-499-56215-009513-000000-2010

Source of Funds: Region 5 O&M CIP

4. <u>Farragut High School – Install Temporary Hot Water Heater</u>. An expenditure of \$17,450.00 was approved on February 3, 2010 for labor and material necessary to install a 120 gallon high efficiency water heater due to the fact that, on February 1,2010, a 1,100 gallon boiler had blown its circuit panel. This emergency expenditure was necessary to provide hot water to various portions of the School until the repair of the boiler is put out to bid and then repaired.

Vendor #: 27010 Ralph Neri Sewer Service, Inc. 10016 South Avenue L Chicago, IL 60617 Requisition Number: 6036251

Purchase Order Number: 1892111 Budget Classification: 53091-499-56215-009509-000000-2010

Source of Funds: Non- O&M Region 3

### APPROVE EXERCISING THE OPTION TO RENEW THE MASTER AGREEMENT WITH CONSULTANTS FOR VARIOUS PROFESSIONAL AUDIT AND MANAGEMENT SERVICES

#### THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve exercising the option to renew the agreements with the fifteen (15) pre-qualified Consultants to provide various professional audit and management services to the Board of Education at an aggregate cost for the option period not to exceed \$2,000,000.00. Written documents exercising this option are currently being negotiated. No payment shall be made to any Consultant during the option period prior to execution of their written document. The authority granted herein shall automatically rescind as to each Consultant in the event their written document is not executed within 90 days of the date of this Board Report. Information pertinent to these options is stated below.

Specification Number: 06-250059

Contract Administrator: Pamela Seanior / 773-553-2254

USER:

Office of Contracts and Procurement 125 South Clark Street 10th Floor Chicago, IL 60603

Contact: Pamela Seanior

Phone: 773-553-2254

#### ORIGINAL AGREEMENT:

The original Agreements (authorized by Board Report 07-0328-PR1 as amended by 08-0326-PR1) in the aggregate amount of \$3,000,000.00 are for a term commencing April 1, 2007 and ending March 31, 2010, with the Board having two options to renew for a period of one year each. The original agreements were awarded on a competitive basis pursuant to Board Rule 7-2.

#### **OPTION PERIOD:**

The pre-qualification period and term of each agreement is being extended for one year commencing April 1, 2010 and ending March 31, 2011.

#### **OPTION PERIODS REMAINING:**

There is one option period for one year remaining

#### SCOPE OF SERVICES:

Each qualified firm shall continue to provide those types of services identified in their agreement. User will send proposed statement(s) of work to all Consultants pre-qualified in the category of services being requested. Prior to use of any Consultant, User must send proposed statement(s) of work to Risk Management for specific insurance language. The various Professional and Audit Services are

- a. financial auditing and accounting;
- b. construction auditing;
- c. management auditing of administrative functions at the central office;
- d. auditing of management information systems;
- e. educational consulting with a financial audit component;
- f. creation of management systems including databases;
- g. forensic auditing and investigative services;
- h. business consulting practices;
- i. arbitrage calculation review/auditing;j. compensation review/auditing;
- k. insurance claims review/auditing;
- I. procedural methodology review;
- m. actuarial business process and consulting services;
- n. Federal Audit E-Rate Program (telecommunications and basic maintenance).

#### **DELIVERABLES:**

Consultants will continue to provide various professional audit and management services.

#### **OUTCOMES:**

Consultant's services shall result in assisting with financial and management audits, business analysis and assistance where needed in various fiscal and business areas.

#### **COMPENSATION:**

Consultants shall be paid during this option period on a per project basis in such amount as set forth in statement(s) of work for projects awarded.

#### **AUTHORIZATION:**

Authorize the General Counsel to include other relevant terms and conditions in the written option documents. Authorize the President and Secretary to execute the option documents. Authorize Chief Purchasing Officer to execute all ancillary documents required to administer or effectuate the option agreements.

#### **AFFIRMATIVE ACTION:**

The goals for this contract are 35% MBE and 5% WBE however pursuant to Section 6.2 of the Remedial Program for Minority and Women Business Enterprise Contract Participation in Goods and Services (MWBE) program, the Per Contract and Category Goals method of MWBE participation will be utilized. Thus, contracts for subsequent vendors from the pool created by this contract will be subject to compliance reviews on a contract by contract basis. Aggregated compliance of the vendors in the pool will be reported on a quarterly basis.

#### LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Charge to: Various Departments Budget Classification: Various Requisition Number: Various Fiscal Year: 2010-2011

CFDA#: Not Applicable

#### **GENERAL CONDITIONS:**

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

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#### 1) Vendor # 31413

Benford Brown & Associates Llc 8135 S. Stony Island Chicago, Il 60617 Kimi Ellen 773-731-1300

773-731-1301 Categories:A,C,E,G,H,J,K,L

#### 2) Vendor # 96159

Bronner Group, Llc 120 North Lasalle Street., Ste 1300 Chicago, II 60602 Gila Bronner 312-759-5101

312-759-5110 Categories:A,C,D,E,F,H,L

#### 3) Vendor # 85570

Altran Control Solutions 70 West Madison St., Ste 1400 Chicago, Il 60602 Lou Mazza 312-962-4809

630-548-9340 Categories:A,B,C,D,G,H,J,K,L

#### 4) Vendor # 91172

Crowe Horwath Llp 70 West Madison Street., Ste 700 Chicago, II 60602 Bob Dobis 312-899-5499

312-899-5300 Categories:A,B,C,D,E,F,G,H,t,J,K,L, M,N

#### 5) Vendor # 86623

Evergreen Solutions, Ltc 2852 Remington Green Cir., Ste 101 Tallahassee, FI 32308 Kelly Tucker 850-383-0111

850-385-1511 Categories:C,D,E,F,H,J,L

#### 6) Vendor # 34148

Gerardo G. Liwanag & Assoc , Cpa'S 236 Waukegan Road Glenview, II 60025 Gerardo Liwanag 847-724-4331

847-724-4418 Categories:A,B,C,D,E,H,J,K,L

#### 7) Vendor # 29626

Maximus, Inc. 11419 Sunset Hills Rd Reston, Va 20190-5207 Dr. Philip E. Geiger 703-251-8500

703-251-8240 Categories:C,E,H,L

#### 8) Vendor # 21800

Odell Hicks & Company 180 N Stetson Ave., Suite 2401 Chicago, Il 60601-0000 Odell Hicks, Jr 312-861-0113

312-861-1301 Categories A, B, C, D, E, G, H, J, K, L, N

#### 9) Vendor # 26085

Omotosho & Associates, Cpa'S 1525 E 53rd St., Suite 620 Chicago, Il 60615-0000 Akin Omotosho 773-752-0035

773-752-0037 Categories:A,B,C,D,E,F,G,H,I,J,K,L, M,N

#### 10) Vendor # 26818

Prado & Renteria Cpa'S Prof. 1837 S Michigan Avenue Chicago, Il 60616 Maria De J. Prado 312-567-1330

312-567-1360 Categories: A, C, E, G

#### 11) Vendor # 66028

Ragland & Associates, Lic 15525 South Park Ave., Ste 111 South Holland, II 60473-1380 Lawrence Ragland 708-333-0634

708-333-6680 Categories:A,B,C,E,G,H,J,K

#### 12) Vendor # 89953

Smart Business Advisory And Consulting, Llc 30 N. Lasalle., Ste 4300 Chicago, Il 60602 David A. Mcroberts 312-849-4734

312-849-2929 Categories: A, B, C, D, E, F, G, H, I, J, K, L, M, N

#### 13) Vendor # 86607

Systems Resource Solutions, Llc 1128 West Drummond Pl. Chicago, II 60614 Connie Fermin 847-882-7970

773-472-7694 Categories:C,D,E,F,H,K,L

#### 14) Vendor # 29639

Velma Butler & Co., Ltd. 6 East Monroe, Ste. 400 Chicago, II 60603-0000 Velma Butler 312-922-1272

312-419-1798 Categories:A,B,C,H,J

#### 15) Vendor # 89952

Baker Tilly Virchow Krause, Llp Dba Virchow, Krause & Company, Llp 225 North Michigan Ave. Chicago, II 60601 Christine Smith 312-729-8134

608-249-8532 Categories:A,B,C,D,E,F,G,H,I,J,L

#### 10-0324-PR3

### APPROVE ENTERING INTO AN AGREEMENT WITH SAVEN TECHNOLOGIES, INC. FOR CONSULTING SERVICES

#### THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into an agreement with Saven Technologies, Inc., to provide consulting services to the Department of Procurement and Contracts at a cost not to exceed \$62,000. Consultant was selected on a competitive basis pursuant to Board Rule 7-2. A written agreement for Consultant's services is currently being negotiated. No services shall be provided by Consultant and no payment shall be made to Consultant prior to the execution of the written agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

#### **VENDOR:**

Vendor # 85894 Saven Technologies, Inc 1051 Perimeter Drive., Ste 1175 Schaumburg, II 60173 Venkat Juwadi 847-993-2001x205

#### **USER:**

Office of Contracts and Procurement 125 South Clark Street 10th Floor Chicago, IL 60603

Contact : Marianne Walisiak

Phone: 773-553-2919

#### TERM

The term of this agreement shall commence on the date the agreement is signed and shall end July 31, 2010. This agreement shall have no options to renew.

#### **EARLY TERMINATION RIGHT:**

The Board shall have the right to terminate this agreement with 30 days written notice.

#### **SCOPE OF SERVICES:**

Consultant will provide the Department of Procurement and Contracts with an Oracle Business Analyst who has experience working in an environment where new applications are implemented and customized Consultant will perform on-going production support for Oracle iProcurement, Purchasing, iSupplier and P-Card modules.

#### **DELIVERABLES:**

Consultant will:

- 1. Provide on-going support for Oracle Purchasing applications.
- 2. Provide support as a subject matter expert (SME) for school and central office procurement related IT issues.
- 3. Implement vendor integration projects such as Punchouts and EDI.
- 4. Provide design, requirements gathering, business analysis, testing and user training for the implementation and deployment of special projects such as Oracle Business Intelligence (OBIEE).
- 5. Provide ad hoc SQL reporting including Performance Management Metrics for Purchasing and develop a SQL library

#### OUTCOMES

Consultant's services will result in Oracle Procurement production support, streamlining business processes and implementing procurement technology projects.

#### **COMPENSATION:**

Consultant shall be paid as follows: bi-weekly basis at the rate of \$70.00 per hour based on timesheets signed by the Board's Procurement IT Project Manager, not to exceed the sum of \$62,000.00.

#### **REIMBURSABLE EXPENSES:**

None

#### **AUTHORIZATION:**

Authorize the General Counsel to include other relevant terms and conditions in the written agreement. Authorize the President and Secretary to execute the agreement. Authorize the Chief Purchasing Officer to execute all ancillary documents required to administer or effectuate this agreement.

#### **AFFIRMATIVE ACTION:**

The M/WBE participation goals for the contract is 25% MBE and 5% WBE. However, the Waiver Committee recommends a partial waiver of 5% for the WBE participation goal for this contract as required by the Remedial Program be granted because the contract scope is not further divisible.

Total MBE 100% Ravi Mangipudi 1051 Perimeter Dr. (Ste 1175) Schaumburg, IL 60173 (847) 993-2001

#### LSC REVIEW:

Local School Council approval is not applicable to this report.

#### FINANCIAL:

Charge to the Department of Procurement and Contracts: \$62,000

12210-115-54125-257101-000000-2010 \$62,000.00

CFDA#: Not Applicable

#### **GENERAL CONDITIONS:**

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

#### 10-0324-PR4

## APPROVE THE AWARD OF CONSTRUCTION CONTRACTS AND APPROVE CHANGES TO CONSTRUCTION CONTRACTS FOR THE BOARD OF EDUCATION'S CAPITAL IMPROVEMENT PROGRAM

#### THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve the award of Capital Improvement Program construction contracts in the amount of \$26,608,412.84 to the respective lowest responsible bidders for various construction projects, as listed in Appendix A of this report. These construction contracts are for projects approved as part of the Board's Capital Improvement Program. Work involves all labor, material and equipment required to construct new schools, additions, and annexes, or to renovate existing facilities, all as called for in the plans and specifications for the respective projects. Proposals, schedules of bids, and other supporting documents are on file in the Department of Operations. These contracts have been awarded in accordance with section 7-3 of the Rules of the Board of Education of the City of Chicago.

Approve changes to existing Capital Improvement Program construction contracts, in the amount of \$228,692.68 as listed in Appendix B of this report. These construction contract changes have been processed and are being submitted to the Board for approval in accordance with section 7-15 of the Rules of the Board of Education of the City of Chicago.

Approve changes to existing Capital Improvement Program construction contracts, in the amount of \$308,630.99 listed in Appendix C of this report. These construction contract changes are being submitted to the Board for approval prior to processing in accordance with section 7-15 of the Rules of the Board of Education of the City of Chicago, since they require an increased commitment in excess of \$50,000 or 10% of the original contract amount, whichever is less, or, as provided under Section 7-5 of the Rules, are necessitated by an unforeseen combination of circumstances or conditions calling for immediate action to protect Board property or to prevent interference with school sessions.

LSC REVIEW: Local School Council approval is not applicable to this report.

**AFFIRMATIVE ACTION:** The General Contracting Services Agreements entered into by each of the prequalified general contractors and other miscellaneous construction contracts awarded outside the prequalified general contractor program for new construction awards and changes to existing construction contracts shall be subject to the Board's Business Diversity Program for Construction Projects and any revisions or amendments to that policy that may be adopted during the term of any such contract.

FINANCIAL: Expenditures involved in the Capital Improvement Program are charged to

the Department of Operations, Capital Improvement Program. Budget classification: Fund – 470, 499, 436, and 474 will be used for all Change Orders (Appendix 8 & C); Funding source for new contracts is so

indicated on Appendix A
Funding Source: Capital Funding

#### **GENERAL CONDITIONS:**

Inspector General – Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members

during the one year period following expiration or other termination of their terms of office.

Indebtedness – The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics – The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

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Appendix A March 2010

									•					
2	REG. SCHOOL	CONTRACTOR	WORK	٥	CONTRACT	AWARD DATE	RSCAL YEAR	PROJECT		# BUDGE	T FGW	D CONTRACT	CAP BUDGET FUND CONTRACT # PROJECT SCOPE AND MOTES	ANTICIPATED
-	Northaide College Prep	Chicago Commercial Contractors, LLC	oor		609,762.66	273/2010	2010	<i>9</i> 9	\$ 208,1802	734,289	857	1684783	Installation of new solar hot water pool heating system.	912211655
~	Lozano ES	Brown & Momen, Inc.	ADA-Renovation	**	1,078,702.00	1/21/2010	5008	**	1,236,886 \$	1,316,886	8	1877389	Full ADA compliance project - Tif Funded. Project required an addition of an elevator to comply with code requirements for eccess to the authorism.	12312010
~	Westinghouse HS	Wight & Company	oc		39,852.28	1/27/2010	2010	•	\$ 55,438	900	64 86	1882654	Student accommodation project for personal care bathroom statis	8/1/2010
n	Bethune ES	Chcago Commercial Contractors, LLC	ADA-Ranovation	•	447,379.00	2/3/2010	2010	<b>*</b>	574,002 \$	2,131,679	6 7	1885070	Phase II ADA Complance victuding elevator and fire alarm. The CIP Budget shown also kindled the first phase which accounts for the deferencial.	11/1/2010
	Gladstone ES	Chicago Commercial Contractors, LLC	ADA-Renovation	•	1,185,773.00	2/3/2010	800	\$. A.	1,401,198 \$	3,125,000	8. 8.	1884785	Phase II ADA Compliance including elevator and fire alarm. The CIP Budget shown also funded the first phase which accounts for the differential.	10/31/2010
n	Justinez HS	F.H. Panchan, S.N. Nelsen & Associates, LLC	ğ	•	604,244,83	1/26/2010	200	*	\$ 666,007	750,000	8 8	1862413	Part of overall project to renovate the inoperable pool. This project is for new mechanical equipment to provide heet cooling and dehundification of the ethesic building.	9/1/2010
n	Marshad HS	F.H. Paschar, S.N. Nieten & Associates, LLC	MCR-Renovation	•	6,030,000,00	2/8/2010	200	χ. φ	6.965,302	\$ 5,362,500	8 8	1888105	Major envelope renovation including mationsy and roof. Windows were added during design to make the project a complete addinovaement age of the highly competitive outsing environment.	11/2011
					8,267,386.43									
•	Raymond ES	Chicago Commercial Contractors, U.C	ADA-Ranovation	•	1,572,191.00	2/3/2010	80	*• ₩.	1,860,420 \$	1,823,420	8 8	1865078	Phase II ADA Compliance including elevator and fire atem.	10/31/2010
•	Beethoven ES	F.H. Pachen, S.N. Nelsen & Associées, LLC	MCR-Renovation	•	7,320,000,00	2/8/2010	2010	<b>.</b>	8.349,830	\$ 8,250,000	8 8	1888098	Major envelope retroebon including vinctoes, majority and rod. Also includes let Motoropheros copes and necessity augmetes. Project compiles as tending sightly above the budget as it does include allowerose and contemprose for change cruters.	5/30/2011
				•	6,882,191.00									
•	Durbee ES	KR MAN	MCR-Renovation	•	965,700 00	2/3/2010	20 20 20 20 20 20 20 20 20 20 20 20 20		25.25	\$ 2,131,679	\$ \$	1885074	Prase II ADA Compliance including element and free slam. The CIP Budget shown size hands the first phase which accounts for the definential.	10/30/2010
•	Dumas ES	F.H. Paschen, S.N. Netsen & Associates, LLC	ADA-Renovation	•	1,240,000,00	2/8/2010	2010	4.	1,450,466	\$ 1,500,000	8	1000104	Full ADA compliance project	11/1/2010
•	Harper HS	F.H. Paschen, S.H. Nelsen & Associates, LLC	or		80,808.07	275/2010	2010		90,08	\$ 61,000	8 8	1887386	Parlung lot resurfacing	3/30/2010
•	Doeson E.S	Al-Bry Construction Company	MCR-Ranovaton	•	4.675,000 00	2522010	8	\$ \$	5.445,378	\$ 2.240,000	<b>§</b> 8	1665.088	Organisty planned as nod implacement project but after destructive teating was conducted if it was determined that meaciny and window repairs would meet the bindhold in the loops of the project to prevent continued water offertation into its building and to repair destruction caused by the fielded nod.	9202010
•	Herten HS	K.R. Malen	ADA-Renovation	-	OC 0000'858	272/2010 2010	2010	•	66.739	1,016,739 \$ 4,698,478 499	64	1885077	Phase II ADA Compliance including elevator and five slaim. The CP Budget shown also Anded the first phase which accounts for the differential.	0102/1201
				-	3,734,000.00									

REG.	SCHOOL	Affirmative Action
-	Northside College Prep	6 12 0 3
0 0	Lozano ES Westinghouse HS	61     21     0     13       0     56     0     0
н н н н	Bethune ES Gladstone ES Juarez HS Marshall HS	32 0 0 7 6 24 0 7 0 15 0 4 14 21 0 15
4 4	Raymond ES Beethoven ES	2     26     3     7       29     2     5     15
ທູນທູ	Dulles ES Dumas ES Harper HS	20     23     0     13       19     12     0     10       0     71     0     0
<b>မ</b> မ	Dixon ES Harlan HS	25         38         0         10           4         2         34         8

Particular	CHICAGO PUBLIC SCHOOLS DEPARTMENT OF OPERATIONS			Cha	nges Un	March Change Order Log Changes Under \$50,000 and 10% (Cumulatively)	ıtively)					APPENDIX B 2/10/2010	χã
Company concerne plans shorter for the contracted commercial Com	FACUITY	CONTRACT #	Board Report	e G	T	GENERAL CONTRACTOR ARCHITECT OF REC.	ν 8 9 0 0	O AMOUNT.	PREVIOUS APPROVED CHANGES	ORGINA: CONTRACT AMOUNT	REVISED CONTRACT AMOUNT		₽Ÿ
17271   0.0036-PFR 3   GC   Oncape Commercial Contraction, LLC   2016 FR 53,395   SS 53,187   \$5,335,786   On the contraction of the contraction	Lawndale Academy	1723721	09-0624-PR8		ဗ	Chicago Commercial Contractors, LLC	1062	\$1,132	<b>S</b>	\$5,331,837	\$5,332,969	0.02%	
172721   09-028-4-078   3   CC   Cheap Commercial Contractor, LLC   6850 & 86.993   59   55.31 537   55.328 539   0.754	DESCRIPTION >> Demaksh existin			As per RF	1#107								
1723721   59-6054-PFR   3   GC   Chicago Commercial Contractor, LLC   REGIZ   55-691   55-591-BFF   55-391-BFF   55-391-	Lawndale Academy	1723721	09-0624-PR8	m	8	Chicago Commercial Contractors, LLC	30R #64	\$3,959	3	\$5,331.837	\$5,335,796	0.07%	-
172721   05-0524-P18   3   GC   Cheago Commercial Contractors, LLC   8650.6   55.99   56.331.637   55.341.468   0.1954-P18   172721   05-0524-P18   3   GC   Cheago Commercial Contractors, LLC   8652.6   55.831.637   55.341.468   0.1954-P18   172721   05-0524-P18   3   GC   Cheago Commercial Contractors, LLC   20689   31.637   35.341.468   0.1954-P18   3   GC   Cheago Commercial Contractors, LLC   20689   31.637   35.341.468   0.1954-P18   3   GC   Cheago Commercial Contractors, LLC   20689   31.637   35.341.468   0.1954-P18   3   35.341.468	<u>DESCRIPTION</u> >> Replace damage	ed copper fascua at cle	restory windows										
172021   172022   10-6624-PR3   3   CC   Cheapo Commercial Contraction, LLC   Files 2   51537   515371-62   515371-63   515371-64   0.19%	Lawndale Academy	1723721	09-0624-PR8	٣	છ	Chicago Commercial Contractors, LLC	R#50 &	\$6,983	. <b>9</b>	\$5,331,837	\$5,338,830	0 13%	٥
1721721   69.0624-PR8   3   CC   Cheago Commercial Contraction LLC   96.652   59.631   57   53.31.63	DESCRIPTION E&O >> For REF #3, #4.	and #5 provide motoru	ced exhaust air dam	pers. For			Fls #100 and	#101					
17272   09-0624-PR8   3 CC Charage Commercial Contraction, LLC   206854   51637   59 55.331,674   003%	Lawndale Academy	1723721	09-0624-PR8	m	ဗ	Chicago Commercial Contractors, LLC	·R#52 &	\$9,631	ន្ត	\$5,331,837	\$5,341,468	0.18%	°
1723721   194-0824-PR8   3   GC   Chicago Commercial Contraction, LLC   20ReS   51.637   59.931.637   55.33	DESCRIPTION >> Provide drywall	andosure around new	ductwork at auditor	um Stage									
SCRIPTION  1723721 09-0524-PR8 3 CC Chcago Commercial Contraction, LLC 20ReS \$5.82	Lawndale Academy	1723721	09-0624-PR8	6	  မ	Chicago Commencial Contractions, LLC	30R#54	\$1,637	ន	\$5,331,837	\$5,333,474	0.03%	•
SCRIPTION   1723721   09-624-PR8   3   GC   Chicago Commercial Contractors LLC   20R848   \$5.822   \$9.0   \$5.331.837   \$5.337.659   0.11%	DESCRIPTION >> Additional labor	to access purction box	es in existing celling	a at pool se	eapud acea								
SCREPTION  172321 09-022-PR8 5 Whroev content for the installation of duct and equipment to the installation of the content to the installation of duct and equipment to the installation of the content to the installation of th	Lawndale Academy	1723721	09-0624-PRB	6	૪	Chicago Commercial Contractors, LLC	CORES	\$5.822	\$	\$5,331,837	\$5,337,659	0.11%	. 0
SCRIPTION         17723721         09-0624-PR8         3         GC         Chcago Commercial Contractors         LLC         0R96-F         \$15,049         90         \$5,331,837         \$5,346,886         0.28%           SCRIPTION         1775459         09-0624-PR8         5         Whittown         -chean Window	<u>DESCRIPTION</u> E&O >> At fan room for /	AHU-5 provide addibor	al demolinon and c	oncrete for	the installa	hon of duct and equipment							1
1715459   1715	Lawridale Academy	1723721	09-0624-PR8	n	႘	Chicago Commercial Contractors, LLC	OR58-F	\$15,049	<b>3</b>	\$5,331,837	\$5,346,886	0.28%	•
1715459   09-0624-PR6   5   Window Jensen Window Corporation   2   \$20,013   \$37,855   \$1,053,116   \$1,110,984   5,49%	<u>DESCRIPTION</u> >> Replace leaking	radiators in East Vest	abule, South Vestibu	Je. Room	226 and Gy	FUSEGR							
1715459 09-0624-PR8 5 Window heads 1715459 09-0624-PR8 5 Window Lensen Window Corporation 3 \$11,378 \$37,855 \$1,053,116 \$1,102,349 4,67% 3 Phricipal requests. 7 window guards at the school for the school for the school for the chool for the school for the school for the chool for the school	Morrill School	1715459	09-0624-PR6	5	Window	Jensen Window Corporation	~	\$20,013	\$37.855	\$1,053,116	\$1,110,984	5.49%	٦
1715459 09-0634-PR8 5 Window Jenzen Window Corporation 3 \$11,378 \$37,855 \$1,053,116 \$1,102,349 4,67%   34 Prancipal requests 7 window quants at the south end of the school for the school	<u>QESCRIPTION</u> >> Fumah and inst	all addoonal break me	tal and blocking at	189 windo	w heads						1		
16 Principal requests. 7 window guards at the south end of the kchool for the 2nd floor  16 1702 09-6225-PR4 3 GC Michida Construction Inc. 1644 \$2.914 \$0 \$256 616 121 \$25 619,035 0.01%  16 77002 09-0225-PR4 3 GC Michida Construction Inc. 1049 \$100.00 \$2 \$26 616 121 \$26 630 728 0.00%  16 77002 09-0225-PR4 3 GC Michida Construction Inc. 1049 \$100.00 \$2 \$26 616 121 \$26 630 728 0.00%  16 77002 09-0225-PR4 3 GC Michida Construction Inc. 1049 \$100.00 \$2 \$26 616 121 \$26 630 738 0.00%  16 77002 09-0225-PR4 3 GC Michida Construction Inc. 1049 \$100.00 \$2 \$200.00 \$3 \$26 616 121 \$26 630 0.00%  16 77002 09-0225-PR4 3 GC Michida Construction Inc. 1049 \$100.00 \$2 \$200.00 \$3 \$26 616 121 \$26 630 0.00%  16 77002 09-0225-PR4 3 GC Michida Construction Inc. 1049 \$100.00 \$2 \$200.00 \$3 \$26 616 121 \$26 630 0.00%  16 77002 09-0225-PR4 3 GC Michida Construction Inc. 1049 \$100.00 \$2 \$200.00 \$3 \$26 616 121 \$26 630 0.00%  17 77002 09-0225-PR4 3 GC Michida Construction Inc. 1049 \$100.00 \$2 \$200.00 \$3 \$26 616 121 \$26 630 0.00%  17 77002 09-0225-PR4 3 GC Michida Construction Inc. 1049 \$100.00 \$2 \$200.00 \$3 \$26 616 121 \$26 630 0.00%	Word School	1715459	09-0624-PR8	. <b>v</b> o	Whidow	Jensen Window Corporation	n	\$11,378	\$37 655	\$1,053,116	\$1,102,349	4.67%	۰
1671002 09-0225-PR4 3 GC Wichlada Construction Inc. 1044 \$2,914 \$0 \$26 616 121 \$26 619,0035 0 0 154	<u>DESCRIPTION</u> >> School Principal	requests 7 window gu	uands at the south el	d of the s	chool for the	: 2nd floor				:			
oce strangers for 3 pumps associated with the cooling boxer and run new poping mers  1677002 09-0225-PR4 3 GC Michida Construction Inc. 1049 \$10.007 \$C \$26.616.121 \$26.636.728 0.00%  1677002 09-0225-PR4 3 GC Michida Construction Inc. 1052 \$3.932 \$0.826.616.121 \$26.636.728 0.00%  1677002 09-0225-PR4 3 GC Michida Construction Inc. 1052 \$3.932 \$0.826.616.121 \$26.630.053 0.01%  1677002 09-0225-PR4 3 GC Michida Construction Inc. 1052 \$3.932 \$0.826.616.121 \$26.630.053 0.01%	Spalding Elementary School	1677002	09-C225-PR4	6			401	\$2,914	\$	\$26 616 121	\$26 619,035	\$100	0
1677002 09-0225-PR4 3 GC Michida Construction Inc 1049 \$10.607 \$C \$26.616.121 \$28.636.728 0.08% of the window binners at all windows that do not have window guards 1677002 09-0225-PR4 3 GC Michida Construction inc 1052 \$3.832 \$3.832 \$6.16.121 \$26.616.121 \$26.620.053 0.01% of the friends and indications. As per REI 81.8149	<u>DESCRIPTION</u> E60 >> Replace strane	is for 3 pumps associa	ited with the cooling	bwer and	lid may uni	Elasti Bracia					:	:	
de window kinitern at all windows that do not have window guands 1677002 09-0235-PR4 3 GC Michida Construction inc 1552 \$3.932 \$0.526-616.121 \$26.620.053 0.01% De chain kinit fenong andend new gas mater and regulators. As per Rici 8149	Spalding Bementary School	1677002	09-0225-PR4	m 	. ႘ :	Michiga Construction Inc	1049	\$20,607	<b>9</b>	\$26,616 121	\$26 636 728	% 90 o	0
:677002 09-0225-PR4 3 GC Michada Construction inc 1952 \$3.932 \$0.826.615.12 \$26.615.00 053 0.01% be chain link tenong anound new gas mater and regulators. As per Rici 8149	DESCRIPTION >> Provide window		that do not have w	ndow gual	ş								
DESCRIPTION E.E.O. >> Provide Chain link lending around new gas matter and inguisation. As per RF1.0140	Speeding Elementary School	:677002	09-0225-PR4	'n	3	Michida Construction Inc	1982	\$3 932	<b>9</b>	121 919 928		\$100	٥
	DESCRIPTION E&O >> Provide chain for	wer brunds ground new	gas meter and regi	defor. A	per RF1.01	Ş							

PLOSITY   CONTINUES   Changes Under \$50,000 and 10% (Cumulatively)   FREADER   CONTINUES	CHICAGO PUBLIC SCHOOLS					March Change Order Log						APPENDIX B	줒볶
CONTIDECT   Bead Right   September   Sep	DEPARTMENT OF OPERALIONS			Chan	ges Un	der \$50,000 and 10% (Cumulat	ively)					i	
Page 2015   Page	ALI II OPE	# LOARTNOO	Board Report	REG	7.	GENERAL CCNTRACTOR ARCHITECT OF REC.	COR	O AMOUNT		ORGINAL CONTRACT AMOUNT	REVISED CONTRACT AMOUNT		A K
Page	Austin High School	1686090	09-0624-PR8		႘ၟ	Tyter Lane Construction, Inc.	1003	\$12,427	<b>S</b>	\$8,102,080	\$8,114,507	0.15%	0
	<u>DESCRIPTION</u> >> Repair existing s	structural concrete bear	m and re-anchor pip	e supports.									- 1
DESCRIPTION   CENTED   CENTE	Austin High School	1686090	09-0624-PR8	e	မ	Tyler Lane Construction, Inc.	30R#21	\$3,670	<b>9</b>	\$8,102,080	\$8,105,750	0.05%	0
DESCRIPTION   1986/2004   1814/17   1996/24-198   3 GC   TH Paidlen S.M. Nelson B.M. SOND   1812/100   1812/200   1811/275   1913/200   1811/275   1811/	DESCRIPTION E&O >> Additional environ	onmental work at pneur	natic control penel a	griddat bra				!		I			
OSSERBITION   173352   09-032-PR6   5   CC   F. H. Pauchen S. N. Nieden & Assoc. Inc.   SONO   (\$170.00)   \$173.000   \$7.333.000   \$7		1686090	09-0624-PR8	l en	8	Tyler Lane Construction, Inc	30R#24	\$10.675	<b>9</b>	\$8,102,080	\$8,112,755	0.13%	0
DESCRIPTION   STATE   DEVELOPMENT   DEVELOPM	<u>0ESCRIPTION</u> >> Repair cracks in	concrete floor in mach	nine room								   		1
DESCRIPTION   173352   19-0722-PH6   5   GC   F H Pachen S.N Niction & Assoc. Inc.   20   S18.404   \$23.304   \$21.33.000   \$2.164.688   2.42%   Engineered wath Artest building from project.   20   S18.404   \$23.304   \$21.33.000   \$2.164.688   2.42%   Engineered seath Artest by Project seath of Contract	Brachwell School	1615473	08-0924-PR5	ر ا	ည	F.H. Paschen, S.N. Nielsen & Assoc., Inc.	SOWG	(\$120.000)	\$123,600	\$7,330,000	\$7,333,600	0.05%	٥
Figure 2004   1733852   09-0722-Pig   5   GC   FH Patichen S. Misclan B. Assoc. Inc. 20   \$18.404   \$13.304   \$21.31000   \$21.946   \$24.458   \$2	<u>DESCRIPTION</u> >> Delete scope as	ssociated with Annex bi	ulding from project.								ļ		1
PESCRIPTION   Percentage and the at exacting grammatic and according to contraction winding for exterior gram about an exterior support and contraction winding for exterior grammatic support and contraction and contraction winding printial and contractions and contraction and contractions are all to be specially support and contractions are all to be specially support and contractions and contractions and contractions and contractions and contractions are all to be specially support and contractions and contractions and contractions are all to be specially support and contractions are all to be specially supported and contractions are all to be specially supporte	Englewood Academy	1733852	09-0722-PR6	s.	မွ	F.H. Paschen, S.N. Nielsen & Assoc., Inc.	8	\$18,404	\$33,294	\$2,133,000	\$2,184,698	2.42%	0
1678812   09-025-PR4   4   GC   Chicago Commercial Contractors LLC   1011   \$29.001   \$70.652   \$2.266.940   \$7.286.593	DESCRIPTION >> Provide untels a externor keyed e	il existing gymnæsikim e sntry for exterior comdo	xterior abors, providir door next to the gr	te secumy	contractor v	wing for extenor gym doors, prawde intenor a	nd extenor	pjenij mopuw	at gym doors and	J extenor corrid	or door next to (	d pue mát	ğ
wide new foor drains in builder norm rows well heaters in main office.  The builder norm ceiling. Paint furthern airea.  The builder norm ceiling paint for the tan norm to eliminate extating double tapped circuit breakers in paint I Paint Contraction. LLC 1032 \$23.461 \$50.331.837 \$5.335.298  The builder norm and repaint/modifications to new ANU support structure and plenum box  The builder norm and repaint/modifications to new ANU support structure and plenum box  The builder norm and repaint/modifications to new ANU support structure and plenum box  The builder norm and continue for Return Faint norm and the paint air norm and the builder air faint failth	Hartgan Community Arts Specialty School	1678812	09-0225-PR4	4	ၓၟ	Chicago Commercial Contractors, LLC	101	\$29.001	\$70.652	\$2.266.940	\$2,366,593	4.40%	0
1720372 09-0624-PR8 1 GC KR Milet Construction Company 8 \$11.602 \$0 \$738,300 \$748.602  wide 3 new heat detection on storage from located near the gym. Provide pipe and wire to convect to these devices. Reprogram annunctator panel to add an additional zone.  1723721 09-0624-PR8 3 GC Chicago Commercial Contraction, LLC 1032 \$23.461 \$0 \$5.331.837 \$5.335.298  1723721 09-0624-PR8 3 GC Chicago Commercial Contraction LLC 1044 \$4.836 \$0 \$5.331.837 \$5.335.298  1723721 09-0624-PR8 3 GC Chicago Commercial Contraction LLC 1044 \$4.836 \$0 \$5.331.837 \$5.335.598  1723721 09-0624-PR8 3 GC Chicago Commercial Contraction LLC 1044 \$4.836 \$5 \$5.331.837 \$5.335.598  1723721 09-0624-PR8 3 GC Chicago Commercial Contraction LLC 1044 \$4.836 \$5 \$5.331.837 \$5.335.538	DESCRIPTION E&O >> provide new flor >> Perrows wall ha >> Path bader new >> Reverse purps	or drains in bouer room saters in main office om ceiling. Paint kitche to gym AHU						;		ı	1	1	
110	iving Park Middle School	1720372	09-0624-PRB	-	ဗ	K.R. Miller Construction Company	•	\$:1,602	3	\$738,300	\$749,602	1.57%	
1723721   09-0624-PR8   3   GC   Cheago Commercial Contraction, LLC   1032   \$23.461   \$5   \$5   \$5   \$5   \$5   \$5   \$5   \$	<u>DESCRIPTION</u> >> Provide 3 new I >> Provide and ins	heat detectors un storag ttall a new 100A panel I	je room located nea in the fan room to el	r the gym. manate exi	Provide pig thing double		nue meut	inciator panel	add an addition.	al zone.			
170   10   172   172	Lawndale Academy		09-0624-PR8	, !	႘	Chicago Commercial Contractors, LLC	1032	\$23 461	<b>3</b>	\$5,331,837	\$5,355,298	\$ <b>44</b> .0	
1723/21   09-0824-PRB   3   GC   Chicago Commercial Contraction LLC   1044   \$4.836   \$9   \$5.331.837   \$5.336.673	DESCRIPTION E&O >> Provide new su		Fan Room and rep	airs/modific	stons to n	ew AMU support structure and plenum box		;		 			
2TIQN  Modification to roof and door threshold at fain room 84  1723/21 09-0624-PR8 3 GC Chicago Commercial Contractors LLC 1048R1 \$7,706 \$0 \$5,331837 \$5,339,543  2TIQN  Provide revised support structure for Return Fain 83	Laundale Academy	. <del>2</del> 1	09-0624-PRB	-	ક	Chicago Commercial Contractors LLC	101	2 636	O <b>3</b>	\$5,331,837	\$5,336,673	%60 o	
1731/21 09-0624-PRB 3 GC Chicago Commercial Contractors LLC 1048R1 \$7,706 \$0 \$5,331.837 \$5,339,543 CIQN. 21QN. >> Provide revised support structure for Return Fan 83	DESCRIPTION SAMPLES OF 12	roof and door threshold	Saffan room 84					į		:			
revised support structure for Return Fan 83	:	1238271		•			1048R1	\$7.706	<b>S</b>	\$5,331,837	\$5,339,543	0 14%	0
	DESCRIPTION E&O >> Provide revised	s support structure for F	Return Fan #3										

CHCAGO PUBLIC SCHOOLS DEPARTMENT OF OPERATIONS			Cha	nges Und	March Change Order Log Changes Under \$50,000 and 10% (Cumulatively)	ıtively)					APPENDIX B 2/10/2010	PENDIX B 2/10/2010
FACILITY	CONTRACT#	Board	REG	TYPE	GENERAL CONTRACTOR ARCHITECT OF REC.	COR# C	COR# CO AMOUNT	PREVIOUS APPROVED CHANGES	ORGINAL CONTRACT AMOUNT	REVISED CONTRACT AMOUNT	10 % 20 %	EXTN
Spalding Elementary School	1677002	09-0225-PR4	r	ၓွ	Michuda Construction, Inc.	1056	\$9.408	<b>S</b>	\$26,616,121	\$26,616,121 \$26,625,529	%0.0	o
DESCRIPTION E&O >> provide transfer grifts at janitor doset doors	is at janitor closet do	ķiot										i
Spalding Elementary School	1677002	09-0225-PR4	   	ક	Michuda Construction, Inc.	1066	\$2,865	3,	\$26,616,121	\$26,616,121 \$26,618,986	%10.0	0
DESCRIPTION E&O >> provide photocell devices		for all exterior lighting at externor doors	doors						ı	1		
Spalding Elementary School	1677002	09-0225-PR4	e	္မ	Michada Construction, Inc.	1067	\$2,804	្ <b>ឆ</b> 	\$26.616,121	\$26,618,925	0.01%	0
<u>DESCRIPTION</u> E&O >> Provide new fire rated door for room 289 provide new fire raked door and frame	led door for room 28	9 provde new fire r	ated door	and frame						İ		İ
Spalding Elementary School	1677002	09-0225-PR4	- -	႘	Michuda Construction, Inc.	20R#34	\$20.594	<b>3</b>	\$26,616,121	\$26,636.715	%80.0	0
<u>QESCRIPTION</u> >> Additional door hardware	dware and cauking	and caudking required for health inspection for new kitchen	inspection	for new kritch	s			Ì		!		ĺ
Spalding Elementary School	1677002	09-0225-PR4	-	႘	Michuda Construction, Inc.	30R#3£	\$49,954	8	\$26,616,121	\$26,616,121 \$26,666.075	0.19%	0
<u>DESCRIPTION</u> >> Revised location for gas main service entrance	r gas main service e	ntrance					;					
Washburne School	1706283	09-527-PR3		Demolrach	DMD Services, Inc.	1020	\$38,220	<b>\$</b>	\$2.920.000	\$2,958,220	1.31%	0
DESCRIPTION >> Provide permanent fencing along south property line.	fencing along south	property line.				;					į	
					Total Change Orders:		\$228,692,68					

CHICAGO PUBLIC SCHOOLS DEPARTMENT OF OPERATIONS			Cha	nges O	March Change Order Log Changes Over \$50,000 or 10% (Cumulatively)	vely)					APPENDIX C 2/10/2010	4x c
FACILITY	CONTRACT#	Board Report	REG	TYPE	GENERAL CONTRACTOR ARCHITECT OF REC.	CORSC	COR # CO AMOUNT	PREVIOUS APPROVED CHANGES	ORGINAL CONTRACT AMOUNT	REVISED CONTRACT AMOUNT	707 708 008	EX AT
Austin High School	1304920	07-0425-PR3	9	ပ္ပ	Tyler Lane Construction, Inc.	1054	\$32,156	\$1,940,763	\$16,938,537	\$18,911,456	11,65%	0
<u>DESCRIPTION</u> >> Provide booster pump and associate piping for practice field ingabon	Imp and associate p	ping for practice fiel	d mgabon					:	,			
Corliss High School	1874863	10-3127-PR6	ا س	8	Miler	-	\$180,845	S	\$505,769	\$686,614	35.76%	٥
DESCRIPTION >> To Remove and replace the		m floor of the boys	gym. replac	e the bleach	existing gym Roor of the boys gym, replace the bleacher system with new motorized bleachers, and paint the boys and guts gym,	d paint the t	oys and guifs o	Ŋ.				
Kenwood Academy	1567901	08-0723-PR6	•	ပ္ပ	F.H. Paschen, S.N. Nielsen & Assoc., Inc.	1028	\$9,662	\$385,773	\$3,527,000	\$3,922.435	11.21%	0
DESCRIPTION  E&O >> Provide demoition and renstallation of masonry chare wall and tolet partitions  >> Replace cartridge at ada lavatories to push button  >> Electrical revision	and reinstallation of at aida lavationies to p	masonry chase wa oush bufton	and tollet	partitions.								
Lane Tech High School	1766660	C9-0826-PR11	-	ပ္ပ	Chicago Commercial Contractors, LLC	-	\$16,996	<b>S</b>	\$150,000	\$166,996	11.33%	0
<u>DESCRIPTION</u> >> Provide Kitchen Electroal	ectoral											
Lane Tech Stadium	1567902	08-0723-PR6	-	g	Tyler Lane Construction, Inc	3UL 45F	\$55,964	\$456,353	\$4,003,526	\$4.515,843	12.80%	
<u>DESCRIPTION</u> >> Locate and excavate from a		depth of 12 feet to 13 feet below	w grade a	a/ Jiedau pu	grade and repair (replace existing sanitary sower line under stadium fire laine dinneway, sidewalks and ourb	ium fire land	diveway, side	ewalks and curb.				
Lane Tech Stadium	1567902	08-0723-PR6	-	ပ္ပ	Tyler Lane Construction, Inc.	BUL 48	2,610	\$456,353	\$4,003,526	£,464,489	11.51%	0
<u>OESCRIPTION</u> >> Open interior masonry pipe		nd leak in existing 6	cast iron s	b edid mot	chase to find leak in existing 6" cast iron storm pipe drain. Repair or replace cast iron pipe with leak as required	k as require	ļ				i	
Lane Tech Stadium	1567902	08-0723-PR6	-	႘	Tyler Lane Construction, Inc.	BUL 49	<u>(8</u>	\$456,353	\$4,003,526	\$4,459,430	11.39%	0
<u>DESCRIPTION</u> >> FINAL ALLOWANCE DEBIT CHANGE ORDER	CE DEBIT CHANGE	ORDER										
Marcon Academy	1567897	08-0723-PR6	~	ပ္ပ	QU-BAR, Inc., an throst Corp.	30R#2	\$6,626	\$285,574	\$1,525,000	\$1 817,200	19.16%	a
<u>DESCRIPTION</u> ** Mac repairs for KEF-1, KE	EF-1, KEF-2, and EF-6.	-6. As per RFIs #49.	9, #50, and #51	151						ļ		
Wolkson School	1678609	09-0225-PR4	•	ည	Chicago Commercial Contractors, LLC	1005	\$35,615	\$377.020	\$2,156,998	\$2,569,633	19 13%	0
DESCRIPTION >> Relocate venting from boler room E&O >> Install new starter for e-1.e-2.TE-1	rom boser room. for s-1,s-2,TE-1											
E&O >> Install motorized OA damper at SF2 Install HOA toggle for KE-1, modify BAS sequence of operation E&O >> Macallaneous Mechanical revisions 2	A damper at S-2, In chancal revisions 2	stall HOA toggle for	KE-1, mod	ty BAS seq	uence of operation							
E&O >> Provide 3 new access pane	ess panels	:			· · · · · · · · · · · · · · · · · · ·				:		ı	;
Rockine Stadium	1513681	08-0602-PR11	•	ક	FHP Teckunics Corp dba F H.Paschen/S.N. Nietsen and Associates	BUL 36	(\$33,394)	\$348,523	\$2,572,000	\$2,687,129	12 25%	0
<u>DESCRIPTION</u> >> FINAL ALLOWANCE DEBIT CHANGE ORDER	CE DEBIT CHANGE	ORDER										
					Total Change Orders:	\$308	\$308,630.99					

#### 10-0324-PR5

### APPROVE EXERCISING THE FIRST OPTION TO EXTEND THE AGREEMENT WITH MIDWEST MOVING AND STORAGE, INC. FOR THE PURCHASE OF PACKING MATERIALS

#### THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve exercising the first option to extend the agreement with Midwest Moving and Storage, Inc. to purchasing of packing materials for the Department of Facilities at a cost for the option period not to exceed \$50,000. A written document exercising this option is currently being negotiated. No payment shall be made to Vendor during the option period prior to the execution of the written document. The authority granted herein shall automatically rescind in the event a written document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

Specification Number: 09-250006

Contract Administrator: Diego Droira / 773-553-2123

**VENDOR:** 

Vendor # 38502 Midwest Moving & Storage, Inc 1255 Tonne Road Elk Grove Village, Il 60007 Luis Toledo 888-722-6683

847-593-7201

#### **USER:**

Facility Operations & Maintenance 125 South Clark Street 16th Floor Chicago, IL 60603

Contact:

Melinda Venditti

Phone:

773-553-2961

#### **ORIGINAL AGREEMENT:**

The original Agreement (authorized by Board Report 09-0624-PR9) in the amount of \$100,000 is for a term commencing July 1, 2009 and ending June 30, 2010, with the Board having two options to renew for periods of one year each. The original agreement was awarded on a competitive basis pursuant to duly advertised Bid Solicitation (Specification No. 09-250006).

#### **OPTION PERIOD:**

The term of this agreement is being extended for one year commencing July 1, 2010 and ending June 30, 2011.

#### **OPTION PERIODS REMAINING:**

There is one option period for one year remaining.

#### SCOPE OF SERVICES:

**DESCRIPTION OF PURCHASE:** 

Goods: Packing materials (various sizes boxes, tape dispenser, tape, bubble wrap and labels) Quantity: As ordered by the Board.
Unit Prices: As indicated in contract.
Total Cost Not to Exceed: \$50,000

#### **DELIVERABLES:**

Vendor will continue to provide packing materials

#### **OUTCOMES:**

Vendor's services will result in quality packing materials.

#### **COMPENSATION:**

Vendor shall be paid during this option period as follows: in accordance with the unit prices contained in the agreement; total not to exceed the sum of \$50,000.

#### **AUTHORIZATION:**

Authorize the General Counsel to include other relevant terms and conditions in the written option document. Authorize the President and Secretary to execute the option document. Authorize Chief Purchasing Officer to execute all ancillary documents required to administer or effectuate this option agreement.

#### **AFFIRMATIVE ACTION:**

The MAWBE goals for this agreement include 30% MBE and 7% total WBE participation. This contract is in full compliance the yendor has identified the following levels of participation:

Total MBE- 93% Midwest Moving and Storage 1255 Tonne Road Elk Grove Village, Illinois 60007 Contact: Luis Toledo

Total WBE-7% All American Girl Corp. 1925 Lake Ave. Ste 201

Wilmette, IL Contact: Mary Toledo

Strategic Business Services, Inc. 19710 S. Governors Hwy, Ste 1 Homewood, IL 60430 Contact: Lorine Samuels

#### LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Charge to Facilities: \$50,000 - FY11 Source of Funds: Citywide

11880-230-54105-254002-000000-2010 \$50,000.00

CFDA#: Not Applicable

#### **GENERAL CONDITIONS:**

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

#### 10-0324-PR6

# AMEND BOARD REPORT 09-0624-PR19 APPROVE ENTERING INTO AN AGREEMENT WITH LABRYNTH, INC. TO PROVIDE ENTERPRISE DATA MOVEMENT AND MANAGEMENT SERVICES

#### THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into an agreement with Labrynth, Inc. ("Labrynth" or "Consultant") to provide enterprise data movement and management services to Information & Technology Services ("ITS") at a cost not to exceed \$816,000.00 \$640,800.00. The Consultant was selected on a non-competitive basis because these services are vital to the running of systems in the district and because full-time staff cannot be found to provide these same services. A written agreement is currently being negotiated. No services shall be provided by Consultant and no payment shall be made to Consultant prior to the execution of the written agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

This March 2010 amended Board Report is necessary to increase the compensation amount and project scope of this contract by \$275,200.00. A written amendment to the agreement is required. No additional services shall be provided by Consultant and no payment above the original authorized amount shall be made to Consultant prior to execution of the written amendment. The authority granted herein shall automatically rescind in the event a written amendment is not executed within 90 days of the date of this Board Report.

CONSULTANT: Labrynth, Inc.

1147 W. Ohio St., Suite 306 Chicago, IL 60622 Phone: (847) 910-0719 Fax: (312) 829-1560

Contact Person: Patrick McCoy, Senior Partner

Vendor # 39077

USERS: Information & Technology Services

125 South Clark Street, 3rd Floor

Chicago, Illinois 60603

Contact: Arshele Stevens, Chief Information Officer

Telephone No.: 773-553-1300

TERM: The term of this agreement shall commence on July 1, 2009 and shall end on June 30, 2010.

EARLY TERMINATION RIGHT: The Board shall have the right to terminate this agreement with 30 days written notice

SCOPE OF SERVICES: Consultant shall provide the following services:

#### **Data Governance**

- Assist with development and planning of Data Governance strategy and implementation.
- Design, develop, document, implement, and maintain CPS enterprise data governance policies, procedures, and standards.
- Develop business requirements and technical design for data governance maintenance applications, publishing, etc.
- 4. Design, develop, test, implement, document, and maintain data governance application programs
- Assist with implementation of CPS enterprise level Data Governance Council and supporting processes.
- Provide support to new and existing systems in implementation and maintenance of key primary identifiers and codes.
- 7. Provide support for ongoing IMPACT systems' "code" cross walk maintenance.

#### **Data Management**

#### **Business Data Management**

- 1. Support CPS teams in the identification of CPS business requirements.
- Develop and maintain source-target data mappings between CPS systems, SIF, and external systems.
- Develop and maintain a "cross-walk" facility to convert "codes" information between CPS systems and external systems.
- 4. Develop and maintain logical data models and physical data base designs
- Develop and maintain data definitions of tables and attributes included in the Operational Data Store (ODS) utilizing Embarcadero's ER Studio.

#### Data Base Management

- 1. Define, configure, develop, and implement data bases.
- Provide ongoing administrative services in support of data base operations (e.g., software installation and maintenance, change management activities, release management activities and production support).
- Design, develop, test, implement, and maintain data base backup and recovery strategies (for development and production environments).
- Design, develop, test, implement, and maintain MS/SQL Server database Views in support of data extraction efforts.
- 5. Monitor system performance and utilization of the CPS database environments
- Develop governance including policies, procedures, and standards in support of CPS data base management.

#### Meta Data Management

1. Design, develop, test, implement, and document a meta data management repository.

#### SIF Management

- Provide support for development of Schools Interoperability Framework (SIF) implementation strategy(s).
- Identify, analyze, and document SIF implementation requirements for CPS systems
- Develop and maintain source-target data mapping between SIF objects and CPS systems and/or external systems.
- Provide ongoing administrative services in support of SIF implementation (e.g., impact analysis for release management, etc.).
- 5. Install, configure, and implement Zone Integration Server (ZIS) software for SIF implementation
- Provide ongoing administrative services in support of ZIS operations (e.g., software installation and maintenance, change management activities, release management activities and production support).
- 7. Design, develop, test, implement, and maintain ZIS data base backup and recovery strategies.
- 8. Monitor system performance and utilization of the ZIS environments.

#### **Data Movement Management**

- 1. Design, develop, test, implement, and maintain data movement application programs.
- Develop and maintain governance (policies, procedures, and standards) for data movement application environments.
- Develop and maintain high level application architecture for data movement (ETL extract, transform, and load) application environments.

#### Information Delivery Management

- Provide support for development of business requirements and technical designs for CPS reporting requirements.
- 2. Design, develop, test, implement, and maintain reporting programs.
- Support design, develop, test, implement, and maintenance of "front end" reports delivery system
  utilizing Business Objects XI including report access and security integrated with Active Directory
- 4. Design, develop, test, implement, publish, and maintain ad hoc information reporting request process.
- 5. Track and manage ad hoc requests for information reporting.

#### General Program/Project Management

- Provide project management support for all listed domains including development, maintenance, and communication of project plans, prioritization, resource allocation planning, risk mitigation strategies, issue and problem management, and problem escalation.
- 2. Maintain rigorous cost and project controls according to those currently used by CPS
- Ensure ongoing harmonious atmosphere of partnership and knowledge transfer between all project resources involved in the deployment of CPS Enterprise Information Asset Management.

#### Organizational Design and Development

- Assess CPS organizational readiness for Enterprise Information Asset Management including culture, governance, organization, skill sets, etc.
- 2. Assist with development of EIAM organizational design
- Assist with development of EIAM organizational implementation strategy including skills migration and workforce "re-skilling" development plan.
- 4. Assist with planning and recruitment of full-time CPS resources for identified positions

#### Additional Project Work: Early Childhood Education Waitlist

Once each school's/classroom's Early Childhood program capacity has been met, subsequent students who want to enroll are put on a waiting list. Currently, waiting lists are maintained individually by teachers on paper or excel documents. There is no sharing or consolidation of waiting lists among schools. Labrynth will assist with creating a centralized electronic method for logging Early Childhood students and determining the volume of students who are on a waiting list.

#### Additional Project Work: Student Behavior Remodeling

The current business process for student discipline encompasses five departments, three systems, and management of multiple spreadsheets. Labrynth will assist with the creation of a unified system to support the end-to-end discipline process.

### Additional Project Work: High School Transcripts & Elementary Historical Data Capacity Expansion

An upcoming upgrade to IMPACT SIM will include the deployment of a new user interface for managing historical grades and the roll out of a new database called the "Permanent Record" Database. The implementation of the new release will spawn several projects required to support uninterrupted transcript processing and deliver new enhancements that leverage the new database and user interface for elementary schools and high schools. Additionally, there are pending high school requests for transcript enhancements to support GPA and course credit policy. Labrynth will help with this project workload.

#### Additional Project Work: Support of New State Compliance Rules for English Language Learners

The Illinois State Board of Education has adopted a new definition of English language proficiency for students in Illinois schools. Students who meet or exceed these new proficiency levels may be transitioned. Labrynth will assist with this project, which will ensure appropriate placement and compliance in ELL student data tracking with ISBE.

**DELIVERABLES:** Consultant will continue to provide enrollment, registration, scheduling and attendance modules that will improve the collection and reporting of crucial student data.

**OUTCOMES:** Consultant's services will result in integrating better and more efficient technology and practices in all our educational processes in order to advance the three central CPS priorities of literacy, leadership, and learning opportunities.

**COMPENSATION:** Consultant shall be paid on a monthly basis in accordance with the pricing set forth in the agreement; total compensation shall not exceed \$816,000.00 \$540,800.00.

AUTHORIZATION: Authorize the General Counsel to include other relevant terms and conditions in the written agreement and amendment. Authorize the President and Secretary to execute the agreement and amendment. Authorize Chief Information Officer ("CIO") to execute all ancillary documents required to administer or effectuate the agreement and amendments to the scope of services which do not increase the aggregate cost payable to the Consultant or fall outside the scope of services as described in this Board report.

AFFIRMATIVE ACTION: The M/WBE participation goals for the contract include 95% total MBE and 5% total WBE. However, the Waiver Committee recommends that a partial waiver of 5% for the WBE participation goals for this contract as required by the Remedial Program be granted because the contract scope is not further divisible.

Labrynth, Inc. 1147 W. Ohio St., Suite 306 Chicago, IL 60622

LSC REVIEW: Local School Council approval is not applicable to this report

FINANCIAL: Charge to Information & Technology Services: \$540,800.00 \$816,000.00

Budget Classification No: 12510-115-54125-009592-000000 \$540,800.00

12510-478-53306-009572-000000-2008 \$296,000.00 12510-115-54125-009592-000000-2010 \$21,620.00 PO#1764489 \$84,000.00 \$100,000.00 PO#1860200 PO#1844719 \$270,400.00 PO#1737243 \$43,980.00

#### **GENERAL CONDITIONS:**

Inspector General – Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one-year period following expiration or other termination of their terms of

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement

Ethics - The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time. shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s)

#### 10-0324-PR7

#### AMEND BOARD REPORT 09-0826-PR14 RATIFY ENTERING INTO AN AGREEMENT WITH VERSI FIT SOFTWARE LLC FOR DASHBOARD SUPPORT AND ENHANCEMENTS

#### THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Ratify entering into an agreement with Versi Fit Software LLC to provide support and enhancement services on the CPS Dashboard application for Information & Technology Services, at a cost not to exceed \$600,000-\$1,200,000.00. Consultant was selected on a non-competitive basis because of its expertise in systems integration and in supporting its proprietary data model. A written agreement for Consultant's services is currently being negotiated. No payment shall be made to Consultant prior to the execution of the written agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

This March 2010 amendment is necessary to increase the scope of services and add additional funds. A written amendment to the agreement is required. No payment above the original authorized amount shall be made to Consultant prior to the execution of the written amendment. The authority granted herein shall automatically rescind in the event a written amendment is not executed within 90 days of the date of this amended Board Report.

CONSULTANT: Versi Fit Software LLC

103 W. College Avenue, Suite 923

Appleton, WI 54912

Contact Name: Michael Restle Phone Number: (920) 882-1904

Vendor No.: 69009

USER: Information & Technology Services

125 S. Clark Street, 3<sup>rd</sup> Floor Contact Name: Craig Lynch Phone Number: (773) 553-1300

**TERM:** The term of this agreement shall commence on July 21, 2009 and shall end on June 30, 2010. This agreement shall have two options to renew for a period of one year each

**EARLY TERMINATION RIGHT**: The Board shall have the right to terminate this agreement with thirty days written notice.

SCOPE OF SERVICES: Consultant shall provide support and maintenance of the CPS Dashboard solution, including the K-12 data model, a packaged relational database specific to education, the enterprise data warehouse, and user interface components. Consultant will work with the Board to ensure the installation and functionality of these components on Board infrastructure. Consultant will provide services and resources related to the design, development, testing, deployment, user training, knowledge transfer, initial maintenance, and software.

Consultant shall provide the additional Dashboard Phase IV work described below.

#### **Dashboard Phase IV**

- Incorporate CAO Scorecards into Principal and CAO Dashboards: Building on the existing dashboard and warehouse platforms, deliverables will include:
  - Redesigned principal home page that includes both a scorecard of annual outcome metrics and a scorecard of leading indicators that tie directly to district priorities
  - Redesigned area home page that includes a scorecard of these same metrics
  - Refined user interface that allows users to easily explore the scorecard metrics in detail, including improved drill down metrics and access to additional metrics related to those selected for top level scorecards.
- Dynamic Reporting: Building on the existing dashboard and warehouse platforms, deliverables will include:
  - Suite of pre-defined but dynamically created reports for use in school and area level Performance Management activities. For example, these reports would include canned analysis to support interpretation and investigation of a particular scorecard metric
- <u>Customizable Dashboards</u>: Building on the existing dashboard and warehouse platforms, deliverables will include:
  - Functionality that will allow users to customize their own dashboard using predefined performance metrics
  - <u>Customized dashboard interfaces based on user categories (e.g., Central Office Administrator, CAO, Principal)</u>
- Future State Planning: The District anticipates engaging in a formal planning process for maximizing the performance and functionality of the Dashboard to support the Districts Performance Management and Information Management strategies. Deliverables include.
  - o Documented Future State Dashboard planning document
  - Documented Current State Dashboard Gap Analysis.

#### **DELIVERABLES:**

#### **Data Warehouse**

Consultant will advise the Board in the overall design and implementation of the end-to-end technical architecture and sourcing strategy necessary to implement a business intelligence solution.

#### **Metrics and Reports**

Consultant will create reports for key indicators as well as migrate existing key indicator reports into the business intelligence solution.

#### User Interface

Consultant will work with the Board to understand requirements and provide an enhanced and secure user interface.

#### Deployment/User training

Consultant will create and participate in training activities for enhancements to the Dashboard.

#### Knowledge Transfer

Consultant will provide sufficient knowledge transfer to the Board's technical, administrative, and educational staff to perform maintenance and system improvements on the complete Dashboard solution

#### Initial Maintenance

Consultant will provide maintenance of the complete Dashboard solution. Consultant will provide adequate staff to both provide knowledge transfer and maintenance for the period of time until the Board is satisfied with the completeness of the knowledge transfer.

In addition to these Deliverables, Consultant shall provide all applicable deliverables associated with the development and implementation of Phase IV of the Dashboard.

OUTCOMES: Consultant's services will provide principals, area instructional officers, and central office administrators with compelling, actionable data to make management decisions. An easy-to-use interface will be created to allow users to access information on key metrics related to their organization, including student attendance, test scores, grades, and behavior. As a key outcome of this work, the Board will be able to better understand the true state of our schools, areas, and the district as a whole. The efficacy of programs to target key metrics such as student attendance can be tested in near-real time, allowing the Board to direct funds to truly move core strategies. In addition to these Outcomes, Consultant shall quide the district through implementation of Phase IV of Dashboard.

**COMPENSATION:** Consultant shall be paid upon monthly invoicing, total not to exceed \$600,000 \$1,200,000.00.

REIMBURSABLE EXPENSES: Consultant shall not be reimbursed for expenses

**AUTHORIZATION:** Authorize the General Counsel to include other relevant terms and conditions in the written agreement, including but not limited to the negotiation of indemnification language as necessary, and amendment. Authorize the President and Secretary to execute the agreement and amendment Authorize Chief Information Officer to execute all ancillary documents required to administer or effectuate this agreement.

AFFIRMATIVE ACTION: Pursuant to section 9.5 of the Remedial Program for Minority and Women Owned Business Enterprise Contract Participation in Goods and Services (MWBE Program). The industry goals for this contract are 35% total MBE and 5% total WBE. Compliance will be reported on a monthly basis.

The Vendor has identified and scheduled the following firms and percentages:

Total MBE: 35% Clarity Partners, LLC 161 N. Clark Street, Suite 1750 Chicago, IL 60601 Contact: Rodney S. Zech

Total WBE: 5% Freemark Consulting 4715 Central Avenue West Springs, IL 60558 Contact: Susan Melidosian

LSC REVIEW: Local School Council approval is not applicable to this report.

FINANCIAL: Charge to Information & Technology Services:	\$600,000 \$1,200,000.00
12510-499-55005-009592-000000	\$400,000.00 FY10
12510-115-56105-009592-000000-2010	\$200,000.00 \$182,587 50 FY10
12510-499-54125-009592-000000-2009	\$282,770.00 \$519,723 10 FY10
PO# 1874296	\$17,412.50
PO# 1878918	\$39,723.75
PO# 1881525	\$50, 793.75

PO# 1878918 \$39,723.75 PO# 1881525 \$50,793.75 PO# 1878916 \$72,528.75 Children's First Fund \$317,230.65

#### **GENERAL CONDITIONS:**

Inspector General – Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness – The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics – The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

#### 10-0324-PR8

APPROVE EXERCISING THE FIRST OPTION TO RENEW THE AGREEMENT WITH SCHOOLNET, INC. FOR THE PURCHASE OF GRADEBOOK SOFTWARE LICENSES, IMPLEMENTATION, AND SUPPORT SERVICES

#### THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve exercising the first option to renew the agreement with Schoolnet, Inc. ("Schoolnet" or "Consultant") to provide software and consulting services to Information & Technology Services at a cost not to exceed \$930,000.00. Consultant was selected on a competitive basis pursuant to Board Rule 7-2 A written document exercising this option is currently being negotiated. No payment shall be made to Consultant during the option period prior to the execution of the written document. The authority granted herein shall automatically rescind in the event a written document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

SPEC NO.: 07-2500036

**CONTRACT ADMINISTRATOR:** Craig Holloway

VENDOR: Schoolnet, Inc.

525 7th Avenue, 4<sup>th</sup> Floor New York, NY 10018 Contact: Andrews Johns Phone: (646) 496-9000 Vendor #: 37402

USER: Information & Technology Services

125 South Clark, 3<sup>rd</sup> Floor Chicago, II 60603

Contact: Arshele Stevens, Chief Information Officer

Phone: (773) 553-1300

**ORIGINAL AGREEMENT:** The original Agreement (authorized by Board Report 08-0123 PR6 as amended by 09-0527-PR11) in the amount of \$2,296,600.00 is for a term commencing on March 25, 2008 and ending March 24, 2010, with the Board having two options to renew for one year terms. The original agreement was awarded on a competitive pasis pursuant to Board Rule 5-4.1.

**OPTION PERIOD:** The term of this agreement is being extended for one year commencing March 25, 2010 and ending March 24, 2011.

OPTION PERIODS REMAINING: There is one option period for one year remaining

USE OF SOFTWARE: Schoolnet will continue to provide enterprise level licensing for GradeSpeed.Net release 4.0 which includes software modules for Gradebook functions, the Parent Connection module, and the Student Connection module. Schoolnet will continue to provide technical support on this licensed software, which consists of program corrections and enhancements that Schoolnet may develop during the term of this agreement as long as the Board's technical support fee is current. There are no third party licenses associated with this software.

#### SCOPE OF SERVICES:

Existing Software Version: Schoolnet will provide maintenance and support for Schoolnet GradeSpeed, which includes modules for Grading, Attendance, Student and Parent Portals (English/Spanish) Schoolnet will provide any technical program corrections and enhancements that may develop during the extended term of this agreement as long as the Board's technical support fee is current. There are no third party licenses associated with this software.

Software Upgrade: Schoolnet will provide maintenance and support for all major version upgrades, which includes modules for Grading, Attendance, Student and Parent Portals (English/Spanish/Polish, Curriculum tracking and increased standardized test and assessment data interoperability with other CPS systems. Schoolnet will provide any technical program corrections and enhancements that may develop during the extended term of this agreement as long as the Board's technical support fee is current. There are no third party licenses associated with this software.

#### **DELIVERABLES:** Schoolnet will provide:

 <u>License and Maintenance</u>: Schoolnet will provide annual license and maintenance services for Schoolnet GradeSpeed for CPS school district. Schoolnet will provide maintenance which consists of program corrections and enhancements that Schoolnet may develop during the extended term of this agreement as long as the Board's annual maintenance fee is current. Maintenance will also include any changes required by the Board as a result of new or modified State or Federal requirements regarding special education. Schoolnet will also provide support on this licensed software, which consists of resolving trouble tickets, corrective maintenance, knowledge management, and knowledge transfer, as well as the following:

- Regular software updates and installers
- o Database cleanup and alter scripts (usually part of installers)
- o Bug Fixes targeted to highest priority defects
- o Updated user guides to accompany each release
- o Minor feature and functional enhancement
- Performance Optimizations
- Integration testing for embedded components
- Software Testing
- o Compatibility Testing (New OS, SQL Server, etc.)
- Additional Support: Schoolnet shall provide time and material support for the creation of custom CPS deliverables including Polish Parent/Student Portal, phase one response to intervention (RtI) functions and all other new functions provided supporting business requirements and technical specifications are provided.

**OUTCOMES:** The underlying goal of the solution is to provide both CPS educators and the parent community at large with a real-time means of tracking student performance and proactively monitoring academic progress towards defined educational goals. The product itself will provide educators with a means of performing all grading related tasks irrespective of physical location. Additionally, the solution must continue to integrate seamlessly with the existing IMPACT modules with respect to sharing key student data, such as attendance, grades and disciplinary status. Gradebook must also continue to provide parents with a means of actively monitoring academic performance for multiple student children Parent-side functionality must allow users to define student performance thresholds that initiate automated alerts via phone, email or text message.

### Teachers will have:

- Remote access for grading activities.
- Support for Illinois standards based grading
- Provide a Gradebook that contains class period, assessment information, and homework assignments.
- Proactive monitoring of student progress toward defined educational goals

### Administrators & Performance Management will have

- Real-Time monitoring of grades and attendance
- Analytic capacity to support Performance Management framework
  - o Reports
  - o Data Collection for key curriculum identifiers
  - o Increased integration with assessment and standardized test data
- Administrative access to teacher grade books at their location. By extension, similar tiered access
  to Area and District personnel.
- Optimized decision making

### Parents will have:

- Online access to student progress reports and report cards
- Online access to student attendance and grades.
- Automated notification of student performance based on parent defined thresholds
- ♦ Increased collaboration and communication between Parents and School Staff.

### Students will have:

- · Provision of an online conduit for submitting HS course requests
- · An online, real-time means of tracking grades to date
- ♦ Improved academic performance

**COMPENSATION:** Schoolnet shall be paid for license and maintenance annually upon invoicing, for a total not to exceed \$430,000 in fiscal year 2010 and \$430,000 in fiscal year 2011. Schoolnet shall be paid for customizations upon invoicing as outlined in "Deliverables-Additional Support", for a total not to exceed \$70,000 in fiscal year 2011. The total compensation for this option period shall not exceed \$930,000.

### REIMBURSABLE EXPENSES: None.

**AUTHORIZATION:** Authorize the General Counsel to include other relevant terms and conditions in the written renewal agreement. Authorize the President and Secretary to execute the renewal agreement Authorize Chief Information Officer to execute all ancillary documents required to administer or effectuate this option.

### **AFFIRMATIVE ACTION:**

The M/WBE participation goals for the contract include: 35% total MBE and 5% total WBE. However, the Waiver Committee recommends that a partial waiver of 15% for the MBE participation goals for this contract as required by the Remedial Program be granted because the contract scope is not further divisible.

The consultant has identified and scheduled the following firms and percentages

Total 20% African American

**KC Management Group Corporation** 20%

1525 East 53rd Street, Suite 932

Chicago, Illinois 60615

Total 5% WBE:

Bronner Group, LLC

5% 120 North LaSalle Street, Suite 1300

Chicago, IL 60602

LSC REVIEW: Local School Counci approval is not applicable to this report.

FINANCIAL: Charge to: Information & Technology Services \$930,000.00

**Budget Classification:** 

PO#1733931 \$171,150.00 12540.230.53306.009573.000000 \$258,850 00 FY10 12540.230 53306.009573.000000 \$500,000 00 FY11

### **GENERAL CONDITIONS:**

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time. shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

### 10-0324-PR9

### WITHDRAWN

### RATIFY ENTERING INTO AN AGREEMENT WITH GAINS EDUCATIONAL GROUP, LTD. FOR CONSULTING SERVICES

### THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Ratify entering into an agreement with GAINS Education Group, LTD, to provide consulting services to Area 21, 24, 25, and 26 at a cost not to exceed \$810,480.00. Consultant was selected on a non-competitive basis due to the unique service provided by Consultant and previous work history with CPS. A written agreement for Consultant's services is currently being negotiated. No payment shall be made to Consultant prior to the execution of the written agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

**CONSULTANT: GAINS Education Group** 

1699 East Woodfield Road, Suite 007A

Schaumburg, IL 60173 847-995-0403 Tim Schaap, Ed.D. Vendor #: 69899

**USERS:** Area 21

54 North Hermitage Chicago, IL 60612

Sean Stalling, Chief Area Officer

773-534-0721

Area 24

11424 South Western Chicago, IL 60643

Jerryelyn Jones, Chief Area Officer

773-535-7543

Area 25 4655 South Dearborn Chicago, IL 60609 Rick Mills, Acting Chief Area Officer 773-535-8631

Area 26 3519 South Giles Chicago, IL 60653 Rick Mills, Chief Area Officer 773-534-9770

**TERM:** The term of this agreement shall commence on November 1, 2009 and shall end June 30, 2010. This agreement shall have 2 options to renew for periods of 12 months each.

**EARLY TERMINATION RIGHT:** The Board shall have the right to terminate this agreement with 30 days written notice.

SCOPE OF SERVICES: Areas 21, 24, 25, and 26 are planning to administer four interim assessments in each content area of reading, English, math, and science to 9<sup>th</sup>, 10<sup>th</sup>, and 11<sup>th</sup> graders. Consultant will supply the scannable answer sheets.

### **DELIVERABLES:** Consultant shall:

- Deliver scannable answer sheets
- Deliver interim assessments for duplication in the schools for students
- · Deliver interim teacher keys for duplication in the schools for teachers
- Conduct data checking, scanning, and reporting
- Perform quality assurance on the data/reports
- · Deliver the report series to the school

### OUTCOMES: Consultant's services will result in:

- With the specific interim assessment reports, teachers and administrators will be able to identify those students and specific area that need to be addressed at the classroom and/or grade level
- With the individual student reports, teachers and students will be able to identify misconceptions, providing opportunities for re-teaching efforts

**COMPENSATION:** Consultant shall invoice CPS in two-month increments at pricing set forth in agreement, total not to exceed \$810,480.00.

### REIMBURSABLE EXPENSES: None.

**AUTHORIZATION:** Authorize the General Counsel to include other relevant terms and conditions in the written agreement. Authorize the President and Secretary to execute the agreement. Authorize Chief Education Officer to execute all ancillary documents required to administer or effectuate this agreement.

**AFFIRMATIVE ACTION:** This contract is in full compliance with the goals required by the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts. The goals for this agreement are 5% MBE and 20% WBE participation. The Vendor has identified the following Independent Contractors to demonstrate compliance:

### Total MBE 5%

Lydia Indeck

### **Total WBE 20%**

Rosemary Jacot Heidi Jacot

LSC REVIEW: Local School Council approval is not applicable to this report

FINANCIAL: Charge to Area 21: \$201,600.00 Fiscal Year: 2010

Budget Classification: 05211-331-54105-223016-430101-2010

Source of Funds: Title I Stimulus (Not online)

Charge to Area 24: \$221,600.00 Fiscal Year: 2010

Budget Classification: 05241-331-54125-221068-430101-2010

Source of Funds: Title I Stimulus (Not online)

Charge to Area 25: \$198,560.00 Fiscal Year: 2010

Budget Classification: 05001-331-54125-223016-430101-2010

Source of Funds: Title I Stimulus (Online)

Charge to Area 26. \$188,720.00 Fiscal Year 2010

Budget Classification: 05261-331-57940-221068-430101-2010

Source of Funds: Title I Stimulus (Online)

### **GENERAL CONDITIONS:**

Inspector General – Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness – The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics – The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

### Board Report 10-0324-PR9 was withdrawn.

### 10-0324-PR10

### **WITHDRAWN**

# APPROVE ENTERING INTO AN AGREEMENT WITH LEARNING POINT ASSOCIATES FOR CONSULTING SERVICES

### THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into an agreement with Learning Point Associates to provide consulting services to Area 17 at a cost not to exceed \$468,066.00. Consultant was selected on a non-competitive basis based on Consultant's status as Illinois State Board of Education certified turnaround provider and researched results of turnaround projects within school districts across New York in corrective action per No Child Left Behind sanctions. A written agreement for Consultant's services is currently being negotiated. No services shall be provided by and no payment shall be made to Consultant prior to the execution of the written agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

CONSULTANT: Learning Point Associates

1120 E. Diehl, Suite 200 Naperville, IL 60563 630-649-6500 Contact: Danielle Carnahan

Vendor #: 33897

USER: Area 17

11424 S. Western Ave Chicago, IL 60643

Geraldine Middleton, Chief Area Officer

773-535-7531

**TERM:** The term of this agreement shall commence on the date the agreement is signed and shall end on March 31, 2011. This agreement shall have two options to renew for a period of one year each.

**EARLY TERMINATION RIGHT:** The Board shall have the right to terminate this agreement with 30 days written notice.

SCOPE OF SERVICES: As of January 19, 2010, the State of Illinois submitted an application for the Race to the Top fund. As a part of this plan and application, the State has signed on to the Common Core Standards Initiative and will be adopting the Common Core Standards by August 2010. As another component of this plan, the State and district have been charged to focus on turnaround initiatives for the most troubling and lowest achieving schools.

Learning Point Associates will assist in the support of schools and teachers understanding of incorporating the newly adopted common core standards through the forms of curriculum alignment, pacing guides, benchmark templates, and ultimately formative assessments that will address alignment of instruction to current Illinois State Standards. Learning Point Associates will also investigate and provide professional development support on the incorporation of the newly adopted Common Core Standards within instruction. Learning Point Associates will assist in providing a consistently coherent curriculum that aligns with a formative assessment across schools within Area 17. The district realizes this endeavor of coherence across schools is necessary as it pertains to moving schools towards greater student achievement. The adoption of new sets of common core standards requires another look at how the district formulates and aligns our curriculum to teach to what students need to know and be able to do at various grade levels.

Learning Point Associates will work with teachers, specialists, coaches, and other representative individuals to analyze and create grade-level benchmarks for kindergarten through Grade 8 in ELA and Mathematics. The benchmark indicators will clearly outline skills and concepts that students are expected to know at each grade level. These indicators are the first step in the process of creating a strong written curriculum. The next step is the development of pacing guides for kindergarten through Grade 8 in ELA and mathematics. Learning Point Associates will developmentally spiral the benchmarks and include Area 17 identified instructional materials in order to develop pacing guides to support the implementation of the benchmarks. This scope of work focuses on building institutional capacity and the creation of benchmarks and pacing guides.

This work will involve specific opportunities for CPS Area 17 staff participation and facilitation for purposes of building capacity at the Area level for continuance of support and facilitation for teachers as well. While teachers are recipients of support, teacher specialist committees will also be identified to participate in the vetting, analysis, and review of instructional tools and templates provided

### **DELIVERABLES:** Consultant will provide:

- 1. Written benchmarks for each Grade K-8 in English/language arts and mathematics
- Written pacing guides that list the benchmarks, state standards, and available supplementa materials (provided by CPS Area 17 staff) for each Grade K-8 in English/language arts and mathematics.

Learning Point Associates will provide guidance, direction, and consultation to CPS Area 17 as contracted.

### **OUTCOMES:** Consultant's services will result in

- Building capacity in CPS Area 17 to develop and refine the construction of benchmarks that
  address the Illinois state standards, Common Core Standards (as available), Illinois Assessment
  Frameworks, District-developed benchmarks (if applicable by timelines), and
  National Assessment of Educational Progress (NAEP) framework
- Develop pacing guides that are standards based; developmentally spiral the benchmarks, and address supplemental materials to support cohesive, standards-based, aligned instruction

**COMPENSATION:** Consultant shall be paid as set forth in the agreement; total not to exceed the amount of \$468,066.

### REIMBURSABLE EXPENSES: None.

**AUTHORIZATION:** Authorize the General Counsel to include other relevant terms and conditions in the written agreement. Authorize the President and Secretary to execute the agreement. Authorize Chief Area Officer to execute all ancillary documents required to administer or effectuate this agreement.

**AFFIRMATIVE ACTION:** Pursuant to Section 5.2 of the Remedial Program for Minority and Women Owned Enterprise Participation in Goods and Services Contracts, MWBE provisions for do not apply to transactions where the vendor providing the services operates as a not-for-profit organization

LSC REVIEW: Local School Council approval is not applicable to this report.

FINANCIAL: Charge to Area 17: \$468,066.00 Fiscal Year 2010

Budget Classification: 05171-331-54125-221068-430101

Source of Funds: Title I

### **GENERAL CONDITIONS:**

Inspector General – Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members

during the one year period following expiration or other termination of their terms of office

Indebtedness – The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics – The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

# Board Report 10-0324-PR10 was withdrawn.

# AMEND BOARD REPORT 09-0128-PR14 AMEND BOARD REPORT 08-0924-PR13

# RATIFY AN AGREEMENT WITH BANNER SCHOOLS AND PATHWAYS IN EDUCATION-ILLINOIS FOR ALTERNATIVE LEARNING OPPORTUNITIES PROGRAM SERVICES

### THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Ratify agreements with Banner Schools and Pathways in Education-Illinois to provide Alternative Learning Opportunities Program (ALOP) services to Office of High Schools at a cost not to exceed \$6,373,000.00 \$6,820,050.00 in the aggregate. These services were obtained without prior Board approval. The ALOP Providers were selected on a competitive basis pursuant to Board Rule 5-4.1. Written agreement for each Provider's services is currently being negotiated. No payment shall be made to any Provider prior to the execution of such Provider's written agreement. The authority granted herein shall automatically rescind as to each Provider in the event a written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to these agreements is stated below.

This January 2009 amended Board Report is necessary to i) increase the contract dollar amount by \$1,000,000.00 for a total expenditure not to exceed \$6,373,000.00 and ii) to amend the contract with Banner Schools to provide additional seats for student returning from juvenile detention facilities for a 10 week transition program for students transitioning out of juvenile detention facilities. The additional expenditures will be funded by a Grant from the U.S. Department of Labor. A written amendment to the contract with Banner Schools is required. The authority granted herein shall automatically rescind in the event a written amendment is not expected within 90 days of the date of this amended Board Report.

This March 2010 amended Board Report is necessary to increase the aggregate compensation amount from \$6,373,000 to \$6,820,050 to include NCLB and SGSA expenditures for the purpose of providing support to students who require social emotional learning interventions and tier three instruction for students functioning severely below grade level. This amended Board Report is also necessary to authorize amendment of the agreement with Banner Schools to add federal contract provisions that must be adhered to as a sub-recipient of federal funding. Banner Schools is the sub-recipient of funding from the U.S. Department of Labor for the Youth Engaged in Schools initiative. A written amendment to the Banner Schools agreement is required. The authority granted herein shall automatically rescind in the event a written amendment to the Banner Schools agreement is not executed within 90 days of the date of this amended Board Report.

SPECIFICATION NO.: 08-250007

PROVIDERS: Banner Schools

1243 S. Wabash #503 Chicago, Illinois 60605

Chicago, Illinois 60605
La Canada, California 91011
773-934-2328
S18-952-5077
Contact Name: Eric Carlton
Contact Name: Jamie Hall

Pathways in Education-Illinois

1351 Foothill Blvd

Vendor No. 20029 Vendor No. 18327

USER: Office of Highs and High School Programs-Area 30

125 S. Clark 4655 S. Dearborn Chicago, Illinois 60603 Mr. David Gilligan Jennifer Vidis 773-553 2147 535-8500

**TERM:** The term of each agreement shall commence on September 2, 2008 and shall end August 30, 2010 Each agreement shall have two (2) options to renew for periods of one (1) year each.

**EARLY TERMINATION RIGHT:** The Board shall have the right to terminate each agreement with thirty (30) days written notice.

SCOPE OF SERVICES: Providers shall provide the following ALOP services pursuant to Section 138 of the Illinois School Code (105 ILCS 5/13B-1 et seq.): High quality alternative educational program services for high school students aged 15 years and older who have had significant leaves of absence from school or have been involved with the juvenile justice system and have few, if any, high school credits. The program shall be designed to prepare students for graduation from high school and provide a post-secondary path. Providers will provide a 24 credit requirement program, aligned with Chicago Public Schools graduation requirements. Students' diplomas will be issued by their home high schools. Provider will participate fully in the Prairie State Achievement Examination for grade 11. Provider will participate in the Explore Test in grade 9 and the Plan Test in grade 10. Data from these assessments will be compiled and evaluated as described below. If for any reason CPS ceases to use any of the assessment systems described herein, the Board, at its discretion, shall implement an alternate student assessment system and test measure criteria for Provider accountability purposes.

# **DELIVERABLES**: Provider shall provide:

- Provide Program with adequate and appropriate equipment and supplies.
- Administer academic progress and other assessments as described by the Board, in the Board's sole
  discretion (Board will provide test booklets, training and scoring for mandated state and local tests.).

- Provide areas in school conducive to learning separate from the lunch and other activity rooms
- Provide sufficient staff (teacher aides, security and etc.) to effectively manage, support and educate students consistent with their needs.
- Provided a 10 week transition program consisting of academic support, life-skills training, and workforce exploration opportunities for students transitioning out of the juvenile detention facilities and participating in the Youth Engaged in Schools Initiative. Program is focused on increasing the graduation rate of court involved students.
- Provide dedicated staff and space to effectively manage and support 10 week transition program for students participating in the Youth Engaged in School Initiative.
- Provide and administer mutually agreed upon assessments of progress in reading and mathematics at the end of school year for all students to assess individual student progress.
- Provide to Office of High School Programs semester transcripts for each student enrolled in ALOP Schools.
- · Provide daily attendance reports to Office of High School Programs' Staff.
- Provide list of graduates to Office of High School Programs at the end of each school year
- Provide copies of individual student success plans to Office of High School Programs

### **OUTCOMES:** Provider will ensure that:

- Students make a minimum of six months growth on standardized achievement tests
- Student attendance rate is 80%.
- · Students earn a minimum of 6 credits per academic year.
- · Students have a post-secondary plan upon graduation.
- Graduation rate is 85%.
- Dropout rate less than 4%.
- Credit gain 80% of students attaining 5+ credits over one year
- Students are provided the curricular and credit opportunities to earn a high school diploma

**COMPENSATION:** Each Provider will be allocated a certain number of seats and will be paid a negotiated rate for these seats, not to exceed the sum of \$6,373,000.00 \$6,820,050.00 in the aggregate for all Providers Each agreement will contain a clause that the Board my increase or decrease the number of seats by giving the Provider thirty (30) days written notice.

### REIMBURSABLE EXPENSES: None.

**AUTHORIZATION:** Authorize the General Counsel to include other relevant terms and conditions in the written agreement. Authorize the President and Secretary to execute the agreement. Authorize the Chief Officer of High School Programs to execute all ancillary documents required to administer or effectuate the written agreement.

**AFFIRMATIVE ACTION:** Pursuant to the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, a determination will be made as to when transactions should be excluded from contract specific MWBE goals. It has been determined that the participation goal provisions of the Program do not apply to transactions where the pool of providers includes Not-for-Profit organizations.

LSC REVIEW: Local School Council approval is not applicable to this report.

FINANCIAL: Charge to Office of High Schools and High School Programs

\$6,373,000.00 \$6,851,206.00

Fiscal Year: 2008

Budget Classification: 66301-115-54305-212024-000000: \$2,173,000.00

Source of Funds: General Education 210 115

SGSA 234

Fiscal Year: 2009

Budget Classification: 13722-115-54304-212024-000000: \$3,200,000 00

Source of Funds: General Education 210 115

SGSA-234

Fiscal Year: 2009

Budget Classification: 13722-324-54305-221021-500750 \$1,000,000.00

Source of Funds: 324 U.S. Department of Labor Grant

Fiscal Year: 2010

Budget Classification: 66301-115-54125-119035-000948: \$44,175.00

Source of Funds: General Education 115

Budget Classification: 66301-225-54125-119020-000703: \$313,855.00

Source of Funds: SGSA 225

Budget Classification: 66301-332-54125-119031-430083: \$89,020.00

Source of Funds: NCLB 332

### **GENERAL CONDITIONS:**

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one- year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics – The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s)

### 10-0324-PR12

### **FINAL**

### APPROVE EXERCISING THE OPTION TO RENEW THE AGREEMENT WITH BARBARA MCDONALD

### THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve exercising the option to renew the agreement with Barbara McDonald to provide consulting services to the Office of the Chief Executive Officer at a cost for the option period not to exceed \$75,000. A written document exercising this option is currently being negotiated. No payment shall be made to Consultant during the option period prior to the execution of the written document. The authority granted herein shall automatically rescind in the event a written document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

### **CONSULTANT:**

Vendor # 76364 Mcdonald, Barbara B 5426 South East View Park #3 Chicago, II 60615 Barbara Mcdonald 773-493-2743

### USER:

Phone:

Chief Executive Officer 125 S Clark St - 5th Floor Chicago, IL 60603

Contact: Adam Case

773-553-1500

### **ORIGINAL AGREEMENT:**

The original Agreement (authorized by Board Report 09-0325-PR6) in the amount of \$150,000 is for a term commencing April 1, 2009 and ending March 31, 2010, with the Board having two (2) options to renew for one (1) year terms. The original agreement was awarded on a non-competitive basis due to Consultant's unique experience working at high levels in large state and local governmental organizations developing and implementing large-scale, citywide programs and educational and marketing materials for internal and public use.

### **OPTION PERIOD:**

The term of this agreement is being extended for six (6) months commencing April 1, 2010 and ending September 30, 2010.

### **OPTION PERIODS REMAINING:**

There is one (1) option period for one (1) year remaining

# SCOPE OF SERVICES:

Consultant shall continue to provide advice and consultation to the Office of the Chief Executive Officer on the following matters: development of internal and external communications, community and civic outreach, and coordination with local, state and federal elected officials.

### **DELIVERABLES:**

Consultant will continue to provide services under this extended Agreement as may be requested by the Chief Executive Officer on behalf of the Chicago Public Schools.

The services shall include, but are not limited to, the following:

Provide consultation services on the long-term strategic plan and change management strategies for the Chicago Public Schools.

Assist in the development of plans and develop educational and marketing materials for internal and public use.

Facilitate cross-departmental working groups on critical issues central to the operations and administration of the Chicago Public Schools.

### OUTCOMES

Consultant's services will result in broader understanding among civic, business and community stakeholders about Chicago Public Schools' core strategies and record of accomplishment.

### **COMPENSATION:**

Consultant shall be paid during this option period as follows: \$12,500.00 per month; total not to exceed the sum of \$75,000.00.

### **AUTHORIZATION:**

Authorize the General Counsel to include other relevant terms and conditions in the written option document. Authorize the President and Secretary to execute the option document. Authorize the Chief Executive Officer to execute all ancillary documents required to administer or effectuate this option agreement.

### **AFFIRMATIVE ACTION:**

The MBE/WBE goals for this agreement include 25% total MBE and 5% total WBE participation. However, the Office of Business Diversity recommends a waiver of the MBE goal be granted because the scope of the contract is not further divisible.

The vendor has identified the following:

Total WBE - 100% Barbara B. McDonald 5426 South East View Park #3 Chicago, IL 60615

### LSC REVIEW:

Local School Council approval is not applicable to this report.

### FINANCIAL:

Charge to the Chief Executive Officer: \$75,000

12670-115-54125-119023-000149-2010 \$75,000.00

CFDA#: Not Applicable

### **GENERAL CONDITIONS:**

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

### 10-0324-PR13

# APPROVE EXERCISING THE OPTION TO RENEW THE AGREEMENT WITH BUZZ SAWYER FOR CONSULTING SERVICES

### THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve exercising the option to renew the agreement with Buzz Sawyer to provide consulting services to Office of Finance at a cost for the option period not to exceed \$120,000. Consultant was selected on a non-competitive basis because of his expertise and uniquely qualified professional services. A written document exercising this option is currently being negotiated. No payment shall be made to Consultant during the option period prior to the execution of the written document. The authority granted herein shall automatically rescind in the event a written document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

### **VENDOR:**

Vendor # 79794 Buzz Sawyer 1400 E. 55th Place, Apt. 911s Chicago, II 60637 Buzz Sawyer 773-493-1643

### USER:

Financial Planning 125 South Clark Street 14th Floor Chicago, IL 60603

Contact: Diana Ferguson

Phone: 773-553-2593

### **ORIGINAL AGREEMENT:**

The original Agreement (authorized by Board Report 08-0326-PR10) in the amount of \$240,000 is for a term commencing April 1, 2008 and ending March 31, 2010, with the Board having one option to renew for a 12 month period.

### **OPTION PERIOD:**

The term of this agreement is being extended for one year commencing April 1, 2010 and ending March 31, 2011.

### **OPTION PERIODS REMAINING:**

There are no option periods remaining.

### **SCOPE OF SERVICES:**

The consultant shall continue to provide services related to the legislative process and analysis of pertinent legislative proposals; develop legislative proposals; as requested; develop possible waivers to pursue with State and Federal governments and monitor the waiver process; review, develop and/or monitor revenue, pension, and financial policies and conduct analyses as requested by the Office of Finance.

### **DELIVERABLES:**

Consultant shall continue to deliver legislative proposals and analyses of revenue, pension, and financial policy issues.

### **OUTCOMES:**

Consultant's services will result in timely high quality information about legal, legislative, administrative, business, political or research events and activities at the state and federal level that could have a financial impact on the Chicago Public Schools; timely high quality information about the financial impact of proposed state and federal legislation on the Chicago Public Schools; legislative proposals that will improve the financial position and operation of the Chicago Public Schools; improved coordination between the Budget Office and Law Department resulting in more timely and helpful responses to the Budget Office regarding legal concerns and needs; timely high quality projections of selected CPS revenues and improved quality of CPS financial projections.

### COMPENSATION:

Consultant shall be paid during this option period as follows: \$80.00 per hour; not to exceed the sum of \$120,000.

### **AUTHORIZATION:**

Authorize the General Counsel to include other relevant terms and conditions in the written option document. Authorize the President and Secretary to execute the option document. Authorize the Chief Financial Officer to execute all ancillary documents required to administer or effectuate this option agreement.

### **AFFIRMATIVE ACTION:**

The M/WBE goals for this contract are: 25% total MBE and 5% total WBE. However, the Waiver Review Committee recommends a waiver be approved for the consultant due to the contract being not further divisible. In lieu of a waiver, the Department of Finance has agreed to participate in the Career and Technical Education Program by providing internship opportunities for 3 CPS students during this contract period.

### LSC REVIEW:

Local School Council approval is not applicable to this report.

### FINANCIAL:

Charge to Office of Finance: \$120,000 12310-115-54125-252503-000000-2009

PO#: 1747204

CFDA#: Not Applicable

### **GENERAL CONDITIONS:**

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

### 10-0324-PR14

# AMEND BOARD REPORT 09-0923-PR23 APPROVE ENTERING INTO A TEACHER REFERRAL AND SUPPORT AGREEMENT WITH TEACH FOR AMERICA

### THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into a teacher referral and support agreement with Teach for America (TFA) to provide 300 200 provisionally-certified teachers to Chicago Public Schools at a cost not to exceed \$500,000.00 \$375,000.00. TFA was selected on a non-competitive basis because of the Consultant's expertise and ability to deliver a customized cohort support system for teachers trained from Alternative Certification Programs centered on improving student learning. A written agreement is currently being negotiated. No services shall be provided by Consultant and no payment shall be made to Consultant prior to the execution of the written agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

This March 2010 amendment is necessary to i) change the maximum number of provisionally-certified teachers that Teach for America will provide to Chicago Public Schools for the 2010-2011 school year; ii) reduce the total maximum compensation and iii) extend the term until June 30, 2011. A written amendment to the agreement is currently being negotiated. The authority granted in this amended Board Report shall automatically rescind in the event a written amendment is not executed within 90 days of the date of this amended Board Report.

### VENDOR:

Vendor # 33384 Teach For America, Inc. 300 West Adams Street, Suite 1000 Chicago, # 60606 Josh Anderson 312-254-1000

### HSER:

Office of Human Capital 125 South Clark Street Chicago, IL 60603

Contact: Nancy Slavin

Phone: 773-553-1129

### TERM:

The term of this agreement shall commence on October 1, 2009 and shall end August 31, 2010 June 30, 2011.

### **EARLY TERMINATION RIGHT:**

The Board shall have the right to terminate this agreement with 30 days written notice.

### SCOPE OF SERVICES:

TFA will refer up to \$\frac{300}{200}\$ provisionally-certified teacher-interns for employment with Chicago Public Schools during the 2010-2011 School Year. Teacher-interns referred by TFA will be enrolled in a 12-month certification program; and at the end of the program teacher-interns will be eligible for an Illinois Alternative Initial Teaching Certificate. TFA, working with partner Universities, will provide teacher-interns with all coursework and other necessary training in order to be provisionally certified by the Illinois State Board of Education and eligible for hire by Chicago Public Schools.

### **DELIVERABLES:**

TFA will refer up to \$00 200 provisionally-certified teacher-interns for employment with Chicago Public Schools during the 2010-2011 school year.

### **OUTCOMES:**

At the end of the 2010-2011 school year, a maximum of \$\frac{500}{200}\$ teacher-interns will be eligible for to receive their Illinois Initial Alternative Teaching Certificate and continued employment by Chicago Public Schools.

### **COMPENSATION:**

TFA will be compensated as specified in the agreement; total compensation not to exceed \$500,000.00 \$375,000.00.

## REIMBURSABLE EXPENSES:

None.

### **AUTHORIZATION:**

Authorize the General Counsel to include other relevant terms and conditions in the written agreement and amendment. Authorize the President and Secretary to execute the agreement and amendment. Authorize the Acting Depoty CEO for Chief Human Capital Officer to execute all ancillary documents required to administer or effectuate this the agreement.

### **AFFIRMATIVE ACTION:**

Pursuant to Section 5.2 of the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, M/WBE provisions of the Program do not apply to transactions where the vendor providing services operates as a Not-for-Profit organization.

### LSC REVIEW:

Local School Council approval is not applicable to this report.

### FINANCIAL:

Charge to the Department of Human Resources: \$500,000.00 \$375,000.00

 11090-115-54125-264202-000000-2010
 \$216.878.00

 11090-115-54125-264202-000000-2011
 \$158.122.00

 11010-115-54125-264202-000000-2010
 \$500.000.00

CFDA#: Not Applicable

### **GENERAL CONDITIONS:**

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

### 10-0324-PR15

### AMEND BOARD REPORT 09-0722-PR15 RATIFY EXTENDING AND APPROVE AMENDING THE AGREEMENT WITH STEVEN GERING FOR CONSULTING SERVICES

### THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Ratify extending and approve amending the agreement with Steven Gering (Consultant) to provide consulting services to the Department of Human Resources at a cost for the extension period not to exceed \$100,000 \$175,000. A written extension document is currently being negotiated. No payment shall be made to Consultant during the extension period prior to the execution of the written document The original agreement shall be amended to add one option to renew for a period of one year and to provide for the mutual right to terminate upon written notice. The authority granted herein shart automatically rescind in the event a written document is not executed within 90 days of the date of this Board Report. Information pertinent to this extension is stated below.

This amendment is necessary to: 1) increase the maximum compensation from \$100,000 00 to \$175,000.000, 2) update User and Financial information, and 3) add additional deliverables. A written amendment to the agreement is required. No payment above the original authorized amount shall be made to Consultant prior to execution of the amendment. The authority granted herein shall automatically rescind in the event the written amendment is not executed within 90 days of this amended Board Report.

CONSULTANT: Steven Gering

804 North 4th Street Kansas City, KS 66101 713-744-5045 Vendor Number: 76752

USER: Chicago Public Schools, Office of High School Teaching and Learning

Office of Leadership Development and Support 125 S. Clark Street, 46<sup>th</sup> 19<sup>th</sup> Floor

Chicago, IL 60603

Contact: Michael Lach Monica S. Rosen, Chief Officer

773-553-11241515

ORIGINAL AGREEMENT: The original agreement (authorized by Board Report 09-0225-PR14) in the amount of \$100,000 was for a term commencing January 1, 2009 and ending June 30, 2009 with no options to renew. The original agreement was awarded on a non-competitive basis because Consultant has unique skills and qualifications as a High School Superintendent that could not be located elsewhere

EXTENSION PERIOD: The term of this agreement is being extended for a period commencing July 1. 2009 and ending June 30, 2010.

OPTION PERIODS REMAINING: There is one option remaining for a period of one year

SCOPE OF SERVICES: Consultant will continue to coordinate and provide services on behalf of the Office of Leadership Development and Support in developing leadership development plans and strategies that will increase the capacity of High School Chief Area Officers to support development of principals as instructional leaders. Engagement will require study of the current responsibilities and roles of CAOs and development of plans and implementation strategies for optimizing the effectiveness of that position in alignment with area-based performance management.

**DELIVERABLES:** Consultant will continue to deliver the following services:

- In consultation with the District's Talent Management Team, make recommendations concerning the necessary knowledge, skills and abilities, and key responsibilities and accountabilities for CAOs
- Consult with the District Talent Management Team to develop a succession model, plan and implementation strategy for future CAO vacancies, incorporating recommendations approved by Senior Leadership Team.
- In consultation with Officer of Leadership Development and Support and current CAOs, develop
  and implement an CAO development strategy and perform necessary modeling and coaching to
  CAOs including:
  - Coordinating best practice sharing among High School CAOs to ensure consistent leadership development of principals
  - 2) Creation of regular dialog between CAO's and Senior High School Staff
  - Development of individual development plans for each CAO to enable them to provide support to High School Principals to:
    - Implement High School Transformation (HST) within each of their schools, including the six levers (Raising Expectation, 9<sup>th</sup> Grade Success, Great Leaders, Great Teachers, Options and Opportunities, and Empower Schools).
    - Develop effective instructional leadership teams in schools to improve the teaching and learning at their schools
    - III. Evaluate Principals in a consistent and effective manner
    - IV. Develop and maintain good working relationships with Local School Councils (LSC)
    - V. Provide constructive feedback to the HS Leadership Team about high school programs provided to their schools and reporting on content and implementation, i.e. PSE, After School Programming, Graduation Pathways, etc.
    - VI. Identify prospective outstanding principal candidates and actively recruit them.
- 4. In consultation with the Chief Education Office and the Office of Performance Management the Consultant shall develop and implement a plan to support CAO development leading to effective implementation of Instructional Leadership Teams at the school sites. The plan will include:
  - Creation of opportunities for CAOs to share best practices in developing principal leadership skills to effectively implement Instructional Leadership Teams at the school site.
  - 2) Coordinating peer observations of CAO led Area Performance Management sessions focused on developing effective school level Performance Management through Instructional Leadership Teams.
  - 3) Provide individual and group coaching support to CAOs for the purpose of increasing their capacity to support principal leadership development that results in effective implementation of school level Instructional Leadership Teams.
  - 4) Provide updates to senior district leadership on potential barriers to the CAOs in effectively supporting principals in effectively implementing Performance Management at the school level through the Instructional Leadership Teams.

**OUTCOMES:** Consultant services will result in better reporting and recommendation on key CAO knowledge, skills and abilities; succession planning for upcoming CAO vacancies; development and implementation of a Chief Area Officer development strategy; development and implementation of individual development plans for each Chief Area Officer and best practices and strategies for development and implementation of other high school programs.

**COMPENSATION:** Consultant shall be paid as follows: Consultant will invoice a fee of \$700 per day for 400-total consulting days plus travel expenses. The total compensation shall not exceed the sum of \$100,000 \$175,000, inclusive of all reimbursable expenses.

**REIMBURSABLE EXPENSES:** Consultant shall be reimbursed for the following expenses: airfare, transportation, lodging and meals while in Chicago with total reimbursable expenses not to exceed \$34,000. The total compensation amount reflected herein is inclusive of all reimbursable expenses

**AUTHORIZATION:** Authorize the General Counsel to include other relevant terms and conditions in the written extension agreement <u>and amendment</u>. Authorize the President and Secretary to execute the extension agreement <u>and amendment</u>. Authorize the Leadership Development and Support Officer to execute all ancillary documents required to administer or effectuate this extension agreement.

**AFFIRMATIVE ACTION:** The M/WBE goals for this contract include: 25% total MBE participation and 5% total WBE participation:

However, the Office of Business Diversity recommends that a full waiver of the goals required by the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services contracts be granted as this agreement classifies as a unique transaction.

LSC Review: Local School Council approval is not applicable to this report.

### FINANCIAL

Charge to Office of High School Teaching and Learning: \$100,000 Fiscal Year 2010 Budget Classification: 10835-115-54125-231117-000000

Source of Funds: Grants - Gates

Charge to Office of Leadership Development and Support: \$75,000 Fiscal Year: 2010 Budget Classification: 13810-124-54125-221307-001078

Source of Funds: School Special Income Funds

### **GENERAL CONDITIONS:**

Inspector General – Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board member during the one year period following expiration or other termination of their terms of office.

Indebtedness – The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement

Ethics – The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

### 10-0324-PR16

# RATIFY EXERCISING THE OPTION TO RENEW THE AGREEMENT WITH THE CHICAGO PRINICIPALS AND ADMINISTRATORS ASSOCIATION FOR CONSULTING SERVICES AND APPROVE ON-LOAN LEAVES

### THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Ratify exercising the option to renew the agreement with the Chicago Principals and Administrators Association (CPAA) to provide consulting services to the Department of Human Resources, Office of Principal Preparation and Development and the Department of Instructional Design and Assessment at a cost for the option period not to exceed \$300,000.00. Authorize the Chief Executive Officer to approve on-loan leaves. A written document exercising this option is currently being negotiated. No payment shall be made to Consultant during the option period prior to the execution of the written document. The authority granted herein shall automatically rescind in the event a written document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

### VENDOR:

Vendor # 47584 Cpaa 221 N. Lasalle St., Suite 1550 Chicago, II 60601 Clarice Berry 312-263-7767

### USER:

Principal Preparation and Development 125 S Clark Street - 19th Floor Chicago, IL 60603

Contact: Monica Santana Rosen

Phone: 773-553-1515

## ORIGINAL AGREEMENT:

The original Agreement (authorized by Board Report 08-0924-PR17) in the amount of \$878,000.00 is for a term commencing October 1, 2008 and ending September 30, 2009, with the Board having two options to renew for one year terms. The original agreement was awarded on a non-competitive basis.

### **OPTION PERIOD:**

The term of this agreement is being extended for one year commencing October 1, 2009 and ending September 30, 2010.

### **OPTION PERIODS REMAINING:**

There is one option period for one year remaining.

### **SCOPE OF SERVICES:**

Consultant will work with the Chicago Public Schools to ensure that principals have access to training that meets the Type 75 Administrators Certificate renewal requirements established by the Illinois State Board of Education, enabling administrators to improve their skills in instructional leadership. Through the Administrator's Academy, practicing administrators with differing needs, interests, and schedules may upgrade their knowledge and skills as instructional leaders. Consultant will design research-based training programs for administrators and teacher leaders. The training services rendered will address the complex nature of leadership, build instructional capacity and prepare participants for the changing role of leaders for school-based, area-level, and system-wide leadership roles. The program will serve Board administrators and teacher leaders at different career stages and will be tailored to meet the individual needs of participants.

The programs will utilize the Chicago Public Schools Principals Competencies: develop and articulate belief systems through voice actions, engage and develop faculty, assess the quality of classroom instruction, facilitate/motivate change, and balance management. In addition, the Consultant will recruit participants as prescribed by the Chicago Public Schools, monitor their participation, provide progress/completion information, and evaluate individual sessions as well as individual programs, and overall program. Reports shall be made available to the Chicago Public Schools as required by the Department of Human Resources.

### **DELIVERABLES:**

Consultant will continue to deliver programs and technical assistance to support leadership development for the Chicago Public Schools. Consultant will also continue to offer workshops that support and facilitate the administrator's role as instructional leader. A quarterly report will be prepared indicating the number of participants served, hours provided and summary evaluation for each of the above described programs.

ON-LOAN LEAVES: The Chief Executive Officer is authorized to grant on-loan leaves for up to three (3) Board employees to work at the Chicago Principal and Administrators Association during the period of the contract and any renewal periods. CPAA will reimburse the Board quarterly for the full salary, benefits, and pension payments for employees on-loan to CPAA during the term of this renewal agreement upon receipt of invoices from the Board. The on-loan leaves shall be in accordance with the Board's Policy for On-Loan Leaves of Absence with Pay for Employment at an Educational Institution and the Board's on-loan application/agreement.

### **OUTCOMES:**

Consultant shall: 1) prepare individuals to be effective leaders in a school system experiencing positive organizational change; 2) improve the instructional and management skills for the school, area, and system leaderships; 3) link professional development of leaders to improve student outcomes; 4) improve instructional leadership and organizational skills of the participants; and 5) improve the administrator's knowledge of instructional practices and administrative procedures.

### COMPENSATION:

Consultant shall be paid quarterly; total amount not to exceed \$300,000.00.

### **AUTHORIZATION**

Authorize the General Counsel to include other relevant terms and conditions in the written option document. Authorize the President and Secretary to execute the option document. Authorize the Chief Human Capital Officer to execute all ancillary documents required to administer or effectuate this option agreement.

### AFFIRMATIVE ACTION:

Pursuant to Section 5.2 of the Remedial Program for Minority and Women Owned Business Enterprise Contract Participation in Goods and Services Contracts, M/WBE goal provisions of the program do not apply to transactions where the vendor providing services is a Not-for-Profit organization.

### LSC REVIEW:

Local School Council approval is not applicable to this report.

### FINANCIAL:

Charge to the Office of Human Capital: \$300,000.00

CPS and CPAA have resolved differences in accounting liabilities arising from personnel on-loan to CPAA prior to October 1, 2009. Verification of offsetting of a contractual payment has been obtained. Low program funding for highly needed CPS Program implemented by CPAA contributed to the original occurrence of another liability where the benefits of the program received by CPS outweighed the alleged liability to CPS. Therefore, upon CPAA payment of \$10,000.00 to the Board, the prior disputes are resolved and CPAA shall have no outstanding liabilities to CPS for personnel on loan for prior periods.

13815-115-54125-221304-000000-2010

\$300,000.00

CFDA#: Not Applicable

### **GENERAL CONDITIONS:**

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

### 10-0324-PR17

# AMEND BOARD REPORT 08-0227-PR12 APPROVE EXERCISING THE SECOND OPTION TO RENEW THE AGREEMENTS WITH VARIOUS AGENCIES FOR NURSING CONSULTANT SERVICES

### THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve exercising the second option to renew the agreements with various agencies to provide nursing services to the Office of Specialized Services at a cost for the option period not to exceed \$4,500,000 \$4,600,000.00 in the aggregate. Written documents exercising this option are currently being negotiated. No payment shall be made to any agency prior to the execution of that agency's written document. The authority granted herein shall automatically rescind as to each agency in the event a written document for such agency is not executed within 90 days of the date of this Board Report. Information pertinent to these options is stated below.

The Office of Specialized Services is not exercising the renewal option for Home Health Network, Inc. and Positive Positions Inc.

The agreements with Relief Medical Services, Inc. and American Home Health, Inc. are not being renewed

This amendment is necessary to increase the maximum compensation from \$4,500,000 00 to \$4,600,000 00 because the cost of the nursing consultant services exceeds the previously approved maximum compensation amount; correct a typographical error; and add a new budget line. No written amendments to the agreements are necessary.

### AGENCIES:

- 24-7 Brightstar Healthcare, LLC f/k/a Healthy Care Solutions, LLC 150 N. Michigan Ave., Suite 2800
  Chicago, Illinois 60601
  Contact Person: Rebecca Alwood, Executive Director Telephone No. 312-382-8888 Fax No. 312-906-8282
  Vendor # 67640
- Maxim Healthcare Services, Inc. 1011 Lake Street, Suile 308 Oak Park, IL 60301 Contact Persons: Rick Ferrer and Megan Chapman Telephone No. 708-3358-9210 Vendor # 22122
- ATC Healthcare Services, Inc. 7250 College Drive, #1 NE Palos Heights, IL 60463 Contact Persons: Jerry R. Bishop and Mitch Weiner Telephone No. 708-361-5874 Vendor # 91538

### USER:

Office of Specialized Services 125 S. Clark Street- 8<sup>th</sup> Floor Chicago, Illinois 60603 Contact Person: Renee Grant-Mitchell, Ed.D. Telephone Number: (773) 553-1800 **ORIGINAL AGREEMENT:** The original Agreement (authorized by Board Report 04-0324-PR33) in the aggregate amount not to exceed \$1,900,00.00 was for a term commencing April 1, 2004 and ending March 31, 2006, with the Board having 2 option(s) to renew the agreements for 2 year terms. The original agreement was awarded on a competitive basis pursuant to Board Rule 5-4.1. The first option period was for a term commencing April 1, 2006 and ending March 31, 2008 (authorized by Board Report 06-1115-PR24).

**OPTION PERIOD:** The term of the agreements is being extended for 2 years commencing April 1, 2008 and ending March 31, 2010.

OPTION PERIODS REMAINING: There are no option periods remaining

SCOPE OF SERVICES: Agencies will continue to provide nursing services to students with disabilities as detailed in their Individualized Education Programs (IEPs) and Section 504 Educational Plans as mandated by the Americans with Disabilities Act (ADA). These services supplement those services not available from providers employed by the Chicago Public Schools. These services will be provided on an as needed basis and will include: gastrostromy, tube feedings, tracheostomy care, ventilator care, administration of medication, special care for diabetes, epilepsy, asthma, and other medical care as necessary.

**DELIVERABLES:** The Agencies will continue to provide direct nursing/health services to CPS medically fragile students as necessary and they will provide reports as requested by the Office of Specialized Services

**OUTCOMES:** Agencies services will enable medically fragile students to achieve better school attendance and improved classroom participation.

**COMPENSATION:** Agencies shall be paid during this option period as detailed in each Agencies: Agency's written renewal agreement. The total compensation for all Agencies in the aggregate shall not exceed the sum of \$4,500,000 \$4,600,000.00.

**AUTHORIZATION:** Authorize the General Counsel to include other relevant terms and conditions in the written option documents. Authorize the President and Secretary to execute the option documents. Authorize the Chief Specialized Services Officer to approve rates and execute all ancillary documents required to administer or effectuate the option agreements.

**AFFIRMATIVE ACTION:** Pursuant to the Remedial Program for Minority and Women Owned Business Participation in Goods and Services contracts, the Per Contract and Category Goals method for M/WBE participation will be utilized. Therefore, all vendors on this contract will be monitored on a quarterly basis by the Office of Business Diversity.

LSC REVIEW: Local School Council approval is not applicable to this report.

# FINANCIAL:

Charge to Office of Specialized Services: \$1,500,000.00 Budget Classification: 11675-115-000000-213006-54125	Fiscal Year: 2007 Source of Funds; General Board Funds
Charge to Office of Specialized Services: \$1,500,000.00	Fiscal Year: 2008
Budget Classification: 11675-115-000000-213006-54125	Source of Funds: General Board Funds
Charge to Office of Specialized Services: \$1,500,000.00	Fiscal Year: 2009
Budget Classification: 11675-115-000000-213006-54125	Source of Funds: General Board Funds
Charge to Office of Specialized Services: \$100,000.00	Fiscal Year: 2010
Budget Classification: 11675-115-000000-213006-54125	Source of Funds: General Board Funds

### **GENERAL CONDITIONS:**

Inspector General – Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board member during the one year period following expiration or other termination of their terms of office.

Indebtedness – The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics – The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

AMEND BOARD REPORT 09-0422-PR23
AMEND BOARD REPORT 08-0602-PR55
AMEND BOARD REPORT 07-1114-PR20
AMEND BOARD REPORT 07-0627-PR42
AMEND BOARD REPORT 06-0823-PR21
AMEND BOARD REPORT 06-0125-PR21
AMEND BOARD REPORT 05-1221-PR21
AMEND BOARD REPORT 05-1221-PR21
AMEND BOARD REPORT 04-0526-PR52
AMEND BOARD REPORT 01-0328-PR41
APPROVE THE PRE-QUALIFICATION STATUS OF LEAST RESTRICTIVE
ENVIRONMENT CONSULTANTS TO PROVIDE CONSULTING SERVICES

### THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve the pre-qualification status of consultants to provide least restrictive environment consulting services. Pursuant to the court supervised Settlement Agreement in the Corey H. case, consultants were selected through Education Connection request for qualifications ("RFQ") or they were selected by the Illinois State Board of Education ("ISBE"). A written Master Agreement for each new consultant and a written amendment for each current consultant are currently being negotiated. No services shall be provided by any new consultant and no payment shall be made to any new consultant prior to the execution of their written Master Agreement. The prequalification status approved herein for each new consultant shall automatically rescind in the event such consultant fails to execute the Board's Master Agreement within 120 days of the date of this amended Board Report. Information pertinent to this Master Agreement is stated below.

### SPECIFICATION NO.: 01-250046

This amended Board Report is necessary to add twenty-nine newly selected consultants to the pre-qualified pool. A written Master Agreement for each newly added consultant is currently being negotiated. The pre-qualified status of these newly added consultants shall automatically rescind as to each consultant in the event such consultant fails to execute the Board's Master Agreement within 120 days of the date of this amended Board Report.

This amended Board Report also reflects the deletion of those consultants who failed to execute the Board's Master Agreement (rescinded pursuant to Board Report 02-0724-AR02) and the deletion of those consultants who have voluntarily withdrawn from the pre-qualified pool and/or have been terminated for cause

This second amended Board Report is necessary to extend the term of this pre-qualification pool and each Master Agreement because the Northern District of Illinois has extended the Illinois State Board of Education's Settlement Agreement in the Corey H. case through June 30, 2010 and the schools will be required to continue using the services of the LRE consultants through that date. Written amendments to the Master Agreements are required.

This second amended Board Report is also necessary to add sixteen newly selected consultants to the prequalified pool. A written Master Agreement for each newly added consultant is currently being negotiated. The pre-qualified status of these newly added consultants shall automatically rescind as to each consultant in the event such consultant fails to execute the Board's Master Agreement within 120 days of the date of this amended Board Report.

This second amended Board Report also reflects the deletion of those consultants who failed to execute the Board's Master Agreement (rescinded pursuant to Board Report 02-0724-AR02); and the deletion of those consultants who have voluntarily withdrawn from the pre-qualified pool and/or have been terminated for cause

This third amended Board Report is necessary to i) specify the start date of the new Master Agreements; ii) to authorize the execution of the amendments; and iii) to add a new consultant to the pre-qualified pool.

This fourth amended Board Report is necessary i) to specify the start date of the new Master Agreements, ii) to authorize the execution of each new consultants' Master Agreement; iii) to add seven (7) new consultants to the pre-qualified pool; iv) to delete the following: eleven (11) consultants that have not responded to written requests to apply for a Chicago Public Schools vendor code, one consultant who cannot participate because she is a Chicago Public Schools employee (rescinded per Board Report 06-0524-AR1), and five (5) consultants that do not want to participate in the pre-qualified pool; v) to designate whether a consultant responded to the RFQ or was only referred by the ISBE; vi) to reflect changes in the Use of the Pool; and vii) to update contact information.

This fifth amended Board Report is necessary to do the following: add 9 newly selected consultants to the prequalified pool, delete 2 consultants from the pre-qualified pool, update contact information for 8 existing consultants, and indicate the 3 consultants who were previously approved by ISBE are now approved for the Pool under the RFP. In addition, all existing Master Agreements must be amended to reflect a new termination date of September 1, 2010, as mandated by an Order entered by Judge Robert W. Gettleman on March 7, 2007 that extended the term of the Corey H. Settlement Agreement (Case No. 92 C 3409) until September 1, 2010. A written Master Agreement for each new consultant and Extension Agreements extending the term of the existing contracts to September 1, 2010 are currently being negotiated. The pre-qualified status of these new consultants shall automatically rescind as to each consultant in the event that such consultant fails to execute the Board's Master Agreement within 120 days of the date of this amended Board Report

This sixth amended Board Report is necessary to do the following: i) add 8 new consultants to the pre-qualified pool; ii) delete 19 consultants from the pre-qualified pool for a variety of reasons; iii) update contact information, iv) indicate that a consultant who was previously approved by ISBE is now approved for the Pool under the RFQ, v) correct some mis-statements and typographical errors in the previous amended board reports; and vi) change the financial provisions for fiscal years 2008, 2009 and 2010 to reflect appropriation at the school level. A written Master Agreement for each new consultant is currently being negotiated. No services shall be provided by any new consultant and no payment shall be made to any new consultant prior to the execution of such consultant's Master Agreement. The pre-qualified status of these new consultants shall automatically rescind as to each new consultant in the event that such consultant fails to execute the Board's Master Agreement within 120 days of the date of this amended Board Report.

This sixth amendment also is necessary to reflect the assignment of the Master Agreement, as amended, by Beverly Y Gatewood-Hall (# 90), to BGH Educational Association, Incorporated. A written Assignment and Assumption Agreement for BGH Educational Association, Incorporated is being authorized pursuant to Board Report. 07-1114-PR23; and no payment shall be made to them prior to the execution of that Assignment and Assumption Agreement. The pre-qualified status of BGH Educational Association, Incorporated shall automatically rescind in the event that they fail to execute the Assignment and Assumption Agreement within 120 days of the date of this amended Board Report.

This seventh amended Board Report is necessary to do the following: i) delete 5 consultants from the prequalified pool for a variety of reasons (#64, #113, #114, #119, and #125); ii) indicate that one consultant (#106) who is approved by ISBE is now approved for the pool under the RFQ; iii) update contact information for one consultant (#103); and iv) update the Financial Budget Classifications for fiscal years 2008, 2009 and 2010

This eighth amended Board Report is necessary to do the following: i) delete 10 consultants from the pre-qualified pool for a variety of reasons (#10, #47, #57, #58, #61, #95, #97, #107, #115 and #120); and ii) update the Financial Budget Classifications for fiscal year 2009.

This ninth amended Board Report is necessary to do the following: i) delete 7 consultants from the pre-qualified pool for a variety of reasons (#52, #56, #82, #93, #96, #116, and #121), ii) correct typographical errors, and iii) indicate that one consultant (#110) who was previously approved by ISBE, now is also approved for the pool under the RFQ. No written amendment to any agreement is needed.

NAMES OF CONSULTANTS: See attached Exhibit A. Additional consultants may be added pursuant to the terms of the Corey H. Settlement Agreement upon further approval by the Board.

TERM: The term of this pre-qualification pool and each Master Agreement authorized under Board Report 01-0328-PR41 shall be effective from April 1, 2001 to September 1, 2010, which term is concurrent with the projected compliance date with the Corey H. Settlement Agreement. The term of the Master Agreement for each consultant authorized under a subsequent Board Report shall commence upon the date specified in the authorizing Board Report for that Master Agreement. Additionally, consultants may be added or deleted during the prequalification period based on performance evaluations and concurrence of the Corey H. Monitor. This prequalification period may be extended by the Board for such length of time as required by Court order.

SCOPE OF SERVICES: Consultants shall provide various educational services based on a scope of services developed on a case by case basis as outlined in each consultant's Master Agreement consistent with the description contained in this Board Report. The Master Agreement for each consultant will generally describe the scope of services and associated costs. These consultants shall provide technical support to staff and school community members in various areas relating to Least Restrictive Environment and will provide services that address the educational needs for CPS schools

**COMPENSATION:** The projected sum of payments to each pre-qualified consultant who has signed a Master Agreement for the pre-qualification term shall not exceed \$54,000.00 in the aggregate per school per year Additionally, no consultant shall be paid in excess of \$450.00 per day per school. Any consultant who fails to sign a Master Agreement will be providing services pursuant to a purchase order and cannot receive more than twenty-five thousand and 00/100 dollars (\$25,000.00) in the aggregate per school year from all schools using their services. The projected cost for this program during the entire term of the pre-qualification status is \$40,000,000.00. The costs associated herewith shall be reported to the Board on a quarterly basis pursuant to Board Rule.

USE OF THE POOL: The Office of Specialized Services and individual schools that are ISBE Continuous Improvement Program Schools may engage any consultant for the services for which they are pre-qualified under this Board Report. Only those pre-qualified consultants who respond to the RFQ, receive approval from the Corey H. Plaintiff's Attorney, and are listed in the most recent version of the Education Connection: LRE Resource Catalog, may provide services to an Education Connection School. With respect to the schools, the services being provided must be included in the school's LRE Plan as approved by the ISBE or by the Corey H. Monitor The schools and the Office of Specialized Services will evidence such engagement by (i) issuing a purchase order that reflects the dollar amount for the services being provided, and (ii) finalizing a statement of work to be signed by consultant and by an authorized Board representative. Consultants may not provide any services to a school or to the Office of Specialized Services under this Board Report until the purchase order has been issued and the corresponding statement of work has been fully executed.

**EXISTING CONTRACTS:** 20 of the original 55 consultants listed on Exhibit A were previously rendering like services to the Board pursuant to Board Reports 00-0726-PR29 and 00-0223-PR5. These consultants are identified on the attached list by an asterisk. Upon signing this Master Agreement, such consultant's existing agreement is automatically terminated.

**AUTHORIZATION:** Authorize the General Counsel to include other relevant terms and conditions in the written Master Agreements and amendments. Authorize the President and Secretary to execute the Master Agreements and amendments and Extension Agreements. Authorize the Chief of Specialized Services to execute all ancillary documents required to administer or effectuate the Master Agreements and amendments and Extensions.

**AFFIRMATIVE ACTION:** Pursuant to the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services contracts, the Per Contract and Category Goals method for M/WBE participation will be utilized. Aggregated compliance of the vendors in the pool will be reported on a monthly basis.

LSC REVIEW: Local School Council approval is not applicable to this report

### FINANCIAL:

FINANCIAL:		
Charge to: Office of Specialized Services	\$898,662.05	Fiscal Year: 2001
Budget Classification: 0966-239-734-7727-5410	\$454,955.00	Source of Funds: IDEA Part B
Budget Classification:		
0966-220-484-7727-5410	\$313,455.30	Source of Funds: IDEA
0966-220-466-7727-5410	\$ 251.75	Source of Funds: IDEA
0966-220-485-7727-5990	\$130,000.00	Source of Funds: CHOICES
0900-220-400-1727-0990	\$130,000.00	Source of Fullus, Choices
Charge to: Office of Specialized Services Budget Classification:	\$877,511.00	Fiscal Year: 2002
0966-239-680-7727-5410	\$287,341.00	Source of Funds: IDEA Part 8
Budget Classification:		
0966-220-372-7727-5410	\$460,140.00	Source of Funds IDEA
0966-220-644-7727-5410	\$130,000.00	Source of Funds: CHOICES
Charge to: Office of Specialized Services	\$937,481.00	Fiscal Year: 2003
Budget Classification:	Q337,401.00	riscar rear. 2005
0966-220-484-7727-5410	\$287,341.00	Source of Funds: IDEA
0966-220-485-7727-5410	\$130,000.00	Source of Funds: IDEA
0966-220-734-7727-5410	\$460,140.00	Source of Funds: IDEA
0966-220-574-1607-5410	\$ 60,000.00	Source of Funds: IDEA
Charge to: Office of Specialized Services	\$937,481.00 Fis	scal Year: 2004
Budget Classification:	<b>4507,70</b> 7.00 170	5001 Cur. 2004
0966-220-484-7727-5410	£207 244 00	Course of Funds IDCA
	\$287,341.00	Source of Funds. IDEA
0966-220-485-7727-5410	\$130,000.00	Source of Funds: IDEA
0966-220-734-7727-5410	\$460,140.00	Source of Funds: IDEA
0966-220-574-1607-5410	\$ 60,000.00	Source of Funds: IDEA
Charge to: Office of Specialized Services	\$937,481.00	Fiscal Year 2005
Budget Classification:		
0966-220-484-7727-5410	\$287,341.00	Source of Funds: IDEA
0966-220-485-7727-5410	\$130,000.00	Source of Funds: IDEA
0966-220-734-7727-5410	\$460,140.00	Source of Funds: IDEA
0966-220-574-1607-5410	\$ 60,000.00	Source of Funds: IDEA
Charge to: Office of Specialized Services	\$937,481.00	Fiscal Year: 2006
Budget Classification:		
0966-220-373-7727-5410	\$417,341.00	Source of Funds: IDEA
0966-220-680-7727-5410	\$460,140.00	Source of Funds: IDEA
0966-220-742-7727-5410		
0900-220-742-7727-3410	\$ 60,000.00	Source of Funds IDEA
Charge to: Office of Specialized Services	\$937,481.00	Fiscal Year: 2007
Budget Classification:		
0966-220-436-7727-5410	\$477,341.00	Source of Funds IDEA
0966-220-734-7727-5410	\$460,140.00	Source of Funds: IDEA
Charge to: Various School Units	\$6,050,000,00	Fiscal Year 2008
Budget Classification:	. 5,555,000.00	
Various School Units		
		5 (5 ) 155
11670-220-54125-221010-462041*		Source of Funds IDEA
11670-220-54125-221010-463511*	\$2,750,000.00	Source of Funds: IDEA
Charge to: Various School Haite	¢6 050 000 00	Final Voca 2000
Charge to: Various School Units	00.000,000.00	Fiscal Year 2009
Budget Classification:		
Various School Units		
11670-220-54125-221010-462044*	\$3,300,000.00	Source of Funds: IDEA
Various School Units		
11670-220-54125-221010-463512*	\$2.750.000.00	Source of Funds: IDEA
120 0 7120 221010-700012	ψε, ε συ, συσ.συ	Cource of Fullus, IDEA

Charge to: Various School Units \$6,050,000.00 Fiscal Year 2010

Budget Classification:

Various School Units

11670-220-54125-221010-462041\* \$3,300,000.00 Source of Funds: IDEA

Various School Units 11670-220-54125-221010-463511\*

\$2,750,000.00 Source of Funds: IDEA

Note: Financial Provision subject to appropriation and approved LRE plans.

### **GENERAL CONDITIONS REGARDING PRE-QUALIFIED VENDOR PROGRAMS:**

All pre-qualified vendors shall be required to enter into the Board's standard master agreement, which master agreement shall specifically identify the services to be provided by each vendor and shall include other basic contractual terms and conditions as deemed appropriate by the General Counsel.

The Chief Purchasing Officer shall monitor all purchase orders, or such other documents as required, for User Groups to utilize the pre-qualified vendors to ensure that the program remains within its budgetary limitations.

User Groups may only utilize a pre-qualified vendor for those services for which such vendor has been prequalified and are identified in such vendor's master agreement. The Chief Purchasing Officer shall prepare a directory or other such type of listing to be distributed to all User Groups which specifies the types of services for which each vendor has been pre-qualified.

Pursuant to Board Rule 5-10.2, the Chief Purchasing Officer shall submit a quarterly Board Report which reports expenditures made during the previous quarter to pre-qualified vendors including an accounting and reconciliation of such expenditures to individual vendors against the total expenditure authorized for the applicable pre-qualified pool of vendors.

The Chief Purchasing Officer shall impose financial limits on the use of pre-qualified vendors, including limits on the amount each User Group may purchase from a vendor under the pre-qualified program and the total amount of compensation paid to any one vendor during the term of the pre-qualification program. Financial limitations shall be imposed based upon the following categories of services: (i) For those services which are substantial in nature, re-occurring or of a type from past experience which will involve a high threshold of expenditures, the Chief Purchasing Officer may impose financial limitations as deemed necessary, and (ii) For those services which are routine in nature and will not involve a high threshold of expenditures, the Chief

Purchasing Officer shall impose financial limits per User Group and per vendor. Any request to exceed any imposed financial limitations shall require additional Board approval.

The Chief Purchasing Officer shall develop guidelines regarding the imposition of financial limitations on newly pre-qualified vendors or previous vendors of the Board who are now being pre-qualified to perform new or different services, with a corresponding periodic evaluation of such vendor's performance to allow for an increase in such vendors financial limitation due to satisfactory performance ratings.

### **GENERAL CONDITIONS:**

Inspector General -- Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts -- The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness -- The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics -- The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability -- The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

<sup>\*</sup>Grant numbers subject to change with each fiscal year.

### Exhibit A

- 1. DELETED (Board Report 02-0724-AR02)
- 2. Atherton, Lynda \* (WBE) 1018 Ashley Drive DeKalb, IL 60115 815/758-2798 Vendor # 93576 RFQ

Contact Person: Lynda Atherton Scope of Services: Provides consultation and technical assistance in LRE strategies, LRE plan design, educational methodology strategies to maintain students in the LRE, training on developing IEP goals and objectives, curricular modifications and adaptations, and transition services for staff and parents.

- 3. DELETED (Board Report 06-0823-PR21)
- 4. DELETED (Board Report 07-1114-PR20)
- 5. DELETED (Board Report 02-0724-AR02)
- 6. DELETED (Board Report 06-0823-PR21)
- 7. DELETED (Board Report 02-0724-AR02)
- 8. Carroll, Margaret Kelly (WBE)
  Saint Xavier University
  12738 S. Maple Ave

Blue Island, IL 60406 773/298-3000

Vendor # 70622 RFQ

Contact Person: Margaret Kelly Carroll

Scope of Services: Provides consultation and technical assistance in LRE strategies, LRE plan design, educational methodology strategies to maintain students in the LRE, training on developing IEP goals and objectives, curricular modifications and adaptations, and transition services for staff and parents.

- 9. DELETED (Board Report 07-1114-PR20)
- 10. DELETED (Board Report 08-0602-PR55)
- 11. Davis & Davis (AA) 5117 Farrell Ave. Fairfield, AL 35064 205-786-0669 Vendor # 41051

RFQ

Contact Person: John Davis

Scope of Services: Provides consultation and training in behavior management, LRE plan design, educational methodology and training in LRE curricular adaptations and modifications, development on co-teaching, parent involvement developing goals and objectives, collaboration, co-teaching and educational strategies.

- 12. DELETED (Board Report 06-0826-PR21)
- 13. DePaul University School of New Learning\* 25 East Jackson Boulevard

Chicago, Illinois 60604 312/362-5155 Vendor # 37159

RFQ

Contact Person: Barbara Radner

Scope of Services: Provides an integrated instructional process that addresses student learning problems. Provides consultation and Plan design and provides staff teaming curricular adaptations, modifications and parent involvement.

### 14. Dolezal, Renee Cargerman, Ph.D. (WBE)

1960 N. Lincoln Park West, Suite 31 Chicago, Illinois 60614 773/348-6667 Vendor # 32323

Contact Person: Renee Cargerman Dolezal, Ph.D. Scope of Services: Provides consultation and training in behavior management, LRE plan design, educational methodology and training in LRE curricular adaptations and modifications, development on co-teaching, parent involvement developing goals and objectives, collaboration, co-teaching and educational strategies.

- 15. DELETED (Board Report 07-1114-PR20)
- 16. **DELETED** (Board Report 07-1114-PR20)
- 17. DELETED (Board Report 02-0724-AR02)
- 18. **DELETED** (Board Report 04-0526-PR52)
- 19. **DELETED** (Board Report 04-0526-PR52)
- 20. DELETED (Board Report 06-0823-PR21)
- 21. DELETED (Board Report 02-0724-AR02)

### 22. Grace Production Academy (AA)

2970 N. Lake Shore Dr. Unit 17D Chicago, IL 60657 773/593-5048 Vendor # 14149

RFQ

Contact Person: Natalie L. Allen

Scope of Services: Provides consultation and training in behavior management, LRE plan design, educational methodology and training in LRE curricular adaptations and modifications, development on co-teaching, parent involvement developing goals and objectives, collaboration, co-teaching and educational strategies.

- 23. DELETED (Board Report 05-1221-PR21)
- 24. Hammonds, Yvonne \* (AA)

5521 W. Haddon Ave. Chicago, IL 60651 708/660-9811 Vendor # 91127 RFQ

Contact Person: Yvonne Hammonds

Scope of Services: Provides consultation and technical assistance in LRE strategies, LRE plan design, educational methodology strategies to maintain students in the LRE, training on developing IEP goals and objectives, curricular modifications and adaptations, and transition services for staff and parents.

- 25. DELETED (Board Report 02-0724-AR02)
- 26. Jackson, Monica R. (AA) (Project Pride) 4800 S. Chicago Beach Drive Apt. 1908 South Chicago, IL 60615 773-624-0320 Vendor # 51949

RFQ

Contact Person: Monica R. Jackson

Scope of Services: Provides consultation and training in behavior management, LRE plan design, educational methodology and training in LRE curricular adaptations and modifications, development on co-teaching, parent involvement developing goals and objectives, collaboration, co-teaching and educational strategies.

### 27. Patricia Kubistal, d/b/a Lenz & Associates \* (WBE)

5111 N. Oakley Avenue Chicago, Illinois 60625 773/721-6309 Vendor # 30589 RFQ

Scope of Services: Provides consultation in curricular modification and adaptations, educational strategies and methodology to students in the LRE through staff training, technical assistance and classroom

### 28. Lerner, Janet W. (WBE)

823 Ingleside Place Evanston, IL 60201 847/475-3437 Vendor # 92407 RFQ

Contact Person: Janet W. Lerner

Scope of Services: Provides consultation and training in behavior management, LRE plan design, educational methodology and training in LRE curricular adaptations and modifications, development on co-teaching, parent involvement developing goals and objectives, collaboration, co-teaching and educational strategies.

- 29. DELETED (Board Report 06-0823-PR21)
- 30. DELETED (Board Report 04-0526-PR52)
- 31. DELETED (Board Report 06-0823-PR21)
- 32. DELETED (Board Report 07-1114-PR20)
- 33. DELETED (Board Report 07-1114-PR20)
- 34. DELETED (Board Report 02-0724-AR02)
- 35. DELETED (Board Report 05-1221-PR21)
- 36. DELETED (Board Report 07-1114-PR20)

### 37. Northeastern Illinois University \*

5500 North St. Louis Avenue Chicago, Illinois 60625 312/733-7330

Vendor # 29483

RFQ

Contact Person: Jan Alexander

Scope of Services: Provides consultation and technical assistance in LRE strategies, LRE plan design, educational methodology strategies to maintain students in the LRE, curricular modifications and adaptations, transition services for staff and parents, and classroom and behavior management.

### 38. Owen, Valerie \* (WBE)

108 North Wille Street Mt. Prospect, Illinois 60056 847-577-2452 **Vendor # 51172** 

RFQ

Contact Person: Valerie Owen

Scope of Services: Provides consultation and technical assistance in LRE strategies, LRE plan design, educational methodology strategies to maintain students in the LRE, training on developing IEP goals and objectives, curricular modifications and adaptations, and transition services for staff and parents

- 39. DELETED (Board Report 07-1114-PR20)
- 40. DELETED (Board Report 06-0823-PR21)

#### 41. Pinacle Therapeutic Services \* (NM)

505 North Lake Shore Drive, Suite 1307 Chicago, IL 60611 773/779-5937 or 312/245-9230 Vendor # 40811

**RFQ** 

Contact Person: Dorothy C. Straughter

Scope of Services: Provides consultation and staff development in curricular modifications and adaptations educational and strategies and methodology to maintain students in the LRE and School Based Problem Solving interventions.

### 42. School Association for Special Education in DuPage County (S.A.S.E.D.)

Project CHOICES \* (WBE) 1590 S. Fairfield Avenue Lombard, IL 60148 630/629-0551 Vendor # 60928

**RFQ** 

Contact Person: Pandora Taylor and Julie Schackmann Scope of Services: Provides consultation and technical assistance in LRE strategies, LRE plan design, educational methodology strategies to maintain students in the LRE, training on developing IEP goals and objectives, curricular modifications and adaptations. and transition services for staff and parents.

### 43. DELETED (Board Report 07-0627-PR42)

#### 44. Quest Center (WBE)

222 Merchandise Mart Plaza Suite #400 Chicago, Illinois 60654-1016 312/329-6271 Vendor # 18452

**RFQ** 

Contact Person: Connee R. Fitch-Blanks

Scope of Services: Provides consultation and technical assistance in LRE strategies, LRE plan design, educational methodology strategies to maintain students in the LRE, training on developing IEP goals and objectives, curricular modifications and adaptations, and transition services for staff and parents.

### Reese, Estella Marie \* (AA) 45.

9321 S. Jeffrey Chicago, IL 60617 773/734-3255 Vendor # 29239 RFO

Contact Person: Estella Reese

Scope of Services: Provides consultation and technical assistance in LRE strategies, LRE plan design, educational methodology strategies to maintain students in the LRE, training on developing IEP goals and objectives, curricular modifications and adaptations. and transition services for staff and parents.

### 46. DELETED (Board Report 06-0823-PR21)

### 47. DELETED (Board Report 08-0602-PR55)

### 48. Sixsmith, Elizabeth (WBE)

1101 Langley Circle Naperville, IL 60563 630/375-3185 Vendor # 23354

**RFQ** 

Contact Person: Betty Sixsmith

Scope of Services: Provides consultation and technical assistance in LRE strategies, LRE plan design, educational methodology strategies to maintain students in the LRE, training on developing IEP goals and objectives, curricular modifications and adaptations, and transition services for staff and parents.

### 49. DELETED (Board Report 07-1114-PR20)

### 50. DELETED (Board Report 06-0823-PR21)

### 51. DELETED (Board Report 07-1114-PR20)

### 52. Synartesis, Inc. (NM)

1516 Florence Ave. Evanston, IL 60201 312/618-9891

Vendor # 31725

RFQ

Contact Person: David DeWoskin

Scope of Services: Provides consultation and technical assistance in LRE strategies, LRE plan design, educational methodology strategies to maintain students in the LRE, training on developing IEP-goals and objectives, curricular modifications and adaptations, and transition services for staff and parents.

- 53. DELETED (Board Report 06-0823-PR21)
- 54. DELETED (Board Report 06-0823-PR21)
- 55. DELETED (Board Report 06-0823-PR21)

# 56. Leanne Hoagland-Smith d/b/a Advanced-Systems (WBE)

508 Sunshine Drive Valparaise, Indiana 46385 219-759-5601/219-508-5601 Vendor # 39529 RFQ

Contact: Leanne Hoagland Smith

Scope of Services: Provides consultation and training in behavior management, LRE plan design, educational methodology and training in LRE-curricular adaptations and modifications, development on co-teaching, parent involvement developing goals and objectives, collaboration, co-teaching and educational strategies.

- 57. DELETED (Board Report 08-0602-PR55)
- 58. **DELETED** (Board Report 08-0602-PR55)
- 59. DELETED (Board Report 05-1221-PR21)
- 60. DELETED (Board Report 06-0823-PR21)
- 61. DELETED (Board Report 08-0602-PR55)

# 62. Ellis, Herbert G. (AA)

3025 Lawrence Crescent Flossmoor, Illinois 60422 708-957-3699

Vendor # 52027

**RFQ** 

Contact Person: Herbert Ellis

Scope of Services: Provides consultation and training in behavior management, LRE plan design, educational methodology and training in LRE curricular adaptations and modifications, development on co-teaching, parent involvement developing goals and objectives, collaboration, co-teaching and educational strategies.

### 63. Ellis, Nancy (WBE)

6700 South Crandon, Unit 7A Chicago, Illinois 60649 773-288-7062 Vendor # 62090

ISBE, RFQ

Contact Person: Nancy Ellis

Scope of Services: Provides consultation and training in behavior management, LRE plan design, educational methodology and training in LRE curricular adaptations and modifications, development on co-teaching, parent involvement developing goals and objectives, collaboration, co-teaching and educational strategies.

- 64. DELETED (Board Report 08-0602-PR55)
- 65. **DELETED** (Board Report 05-1221-PR21)
- 66. DELETED (Board Report 07-1114-PR20)
- 67. DELETED (Board Report 06-0823-PR21)
- 68. DELETED (Board Report 07-1114-PR20)

### 69. Management Planning Institute (AA) (WBE)

11070 South Western Avenue Chicago, Illinois 60643 773-239-9700 Vendor # 40810

**RFQ** 

Contact: Dr. George E. Smith

Scope of Services: Provides consultation and training in behavior management, LRE plan design, educational methodology and training in LRE curricular adaptations and modifications, development on co-teaching, parent involvement developing goals and objectives, collaboration, co-teaching and educational strategies

- 70. DELETED (Board Report 05-1221-PR21)
- 71. DELETED (Board Report 07-1114-PR20)
- 72. DELETED (Board Report 07-1114-PR20)

# 73. Nessner, John F. (NM)

9144 South Damen Avenue Chicago, Illinois 60620 773-239-8960 Vendor # 15389

**RFQ** 

Scope of Services: Provides consultation and training in behavior management, LRE plan design, educational methodology and training in LRE curricular adaptations and modifications, development on co-teaching, parent involvement developing goals and objectives, collaboration, co-teaching and educational strategies.

- 74. DELETED (Board Report 07-1114-PR20)
- 75. DELETED (Board Report 07-1114-PR20)

# 76. Rush Neurobehavioral Center (NM)

9711 North Skokie Boulevard Skokie, Illinois 60076 847-933-9339 Vendor # 33609

**RFQ** 

Contact Person: Georgia Bozeday, Ed.D.

Scope of Services: Provides consultation and training in behavior management, LRE plan design, educational methodology and training in LRE curricular adaptations and modifications, development on co-teaching, parent involvement developing goals and objectives, collaboration, co-teaching and educational strategies.

### 77. Rutherford, Paula (WBE)

2214 King Street Alexandria, Virginia 22301 703/535-5431 Vendor # 81571 ISBE

Scope of Services: Provides consultation and training in behavior management, LRE plan design, educational methodology and training in LRE curricular adaptations and modifications, development on co-teaching, parent involvement developing goals and objectives, collaboration, co-teaching and educational strategies.

78. DELETED (Board Report 06-0823-PR21)

### 79. Schwarz, Patrick A. (NM)

122 South East Avenue Oak Park, Illinois 60302 708/383-9994

Vendor # 36081

ISBE

Scope of Services: Provides consultation and training in behavior management, LRE plan design, educational methodology and training in LRE curricular adaptations and modifications, development on co-teaching, parent involvement developing goals and objectives, collaboration, co-teaching and educational strategies.

- 80. DELETED (Board Report 05-1221-PR21)
- 81. DELETED (Board Report 05-1221-PR21)

### 82. Watson, Easter (WBE)

8049 South Sacramento-Avenue Chicago, Illinois-60652 773-863-1967/ 773-677-4832 Vendor # 37018

Scope of Services: Provides consultation and training in behavior management, LRE plan design, educational methodology and training in LRE curricular adaptations and modifications, development on co-teaching, parent involvement developing goals and objectives, collaboration, co-teaching and educational strategies.

### Wells-White, Ed.D., Eunice (WMB) 83.

Accountability Systems 989 Wingate Road Olympia Fields, Illinois 60461 708-503-0684 Vendor # 84499

**RFQ** 

Scope of Services: Provides consultation and training in behavior management, LRE plan design, educational methodology and training in LRE curricular adaptations and modifications, development on co-teaching, parent involvement developing goals and objectives, collaboration, co-teaching and educational strategies.

#### 84 Youth Guidance (WBE)

122 South Michigan Ave, Suite 1510 Chicago, IL 60603 312-253-4900 Vendor # 11060

**RFQ** 

Contact Person: Michelle Morrison

Scope of Services: Provides consultation and training in behavior management, LRE plan design, educational methodology and training in LRE curricular adaptations and modifications, development on co-teaching, parent involvement developing goals and objectives, collaboration, co-teaching and educational strategies.

# 85.

Bonahan, Hank 19544 103<sup>rd</sup> Street Bristol, WI 53104 312-915-7099 or 773-633-5317 Vendor # 35948 ISBE

Scope of Services: Provides consultation and training in behavior management, LRE plan design, educational methodology and training in LRE curricular adaptations and modifications, development on co-teaching, parent involvement developing goals and objectives, collaboration, co-teaching and educational strategies.

- 86. DELETED (Board Report 06-0823-PR21)
- 87. DELETED (Board Report 07-0627-PR42)

### 88. Dulle, Paul J.

United Cerebral Palsy of Greater Chicago 7550 W. 183<sup>rd</sup> Street Tinley Park, IL 60477 708-444-4203 ext. 226 Vendor # 31714 ISBE

Scope of Services: Provides consultation and training in behavior management, LRE plan design, educational methodology and training in LRE curricular adaptations and modifications, development on co-teaching, parent involvement developing goals and objectives, collaboration, co-teaching and educational strategies.

### 89. Fenning, Pamela A., Ph.D.

3470 University Avenue Highland Park, IL 60035 312-915-6803 Vendor# 92709

Scope of Services: Provides consultation and training in behavior management, LRE plan design, educational methodology and training in LRE curricular adaptations and modifications, development on co-teaching, parent involvement developing goals and objectives, collaboration, co-teaching and educational

strategies.

### 90. Beverly Y. Gatewood-Hall

8435 South Kimbark Avenue Chicago, IL 60619 773-374-6818 Vendor # 98981 RFQ

Scope of Services: Provides consultation <u>and</u> training in behavior management, LRE plan design, educational methodology and training in LRE curricular adaptations and modifications, development on co-teaching, parent involvement, developing goals and objectives, collaboration, co-teaching, and educational strategies.

Pursuant to Board Report #07-1114-PR23, Beverly Y. Gatewood-Hall shall be permitted to assign her Master Agreement for LRE Consulting Services, as amended, to:

BGH Educational Association, Incorporated 8435 South Kimbark Avenue Chicago, IL 60619 773-374-6818 Vendor # 95922

# 91. DELETED (Board Report 06-0823-PR21)

### 92. Haller, Geraldine, Ed.D.

5 N 784 Acacia Lane Medinah, IL 60157 630-980-5454 Vendor # 95017

Scope of Services: Provides consultation and training in behavior management, LRE plan design, educational methodology and training in LRE curricular adaptations and modifications, development on co-teaching, parent involvement developing goals and objectives, collaboration, co-teaching and educational strategies.

### 93. Holler, Stephen G.

1140 Mt. Vernen Lake Forest, IL 60045 847 205 1350 Vendor # 39868 RFQ

Scope of Services: Provides consultation and training in behavior management, LRE plan design, educational methodology and training in LRE curricular adaptations and modifications, development on co-teaching, parent involvement developing goals and objectives, collaboration, co-teaching and educational strategies.

### 94. Lawson, Carl, Ph.D. 21420 Breton Rd. Frankfort, IL 60423 815-469-0575 Vendor # 55578 ISBE/RFQ

Scope of Services: Provides consultation and training in behavior management, LRE plan design, educational methodology and training in LRE curricular adaptations and modifications, development on co-teaching, parent involvement developing goals and objectives, collaboration, co-teaching and educational strategies.

# 95. DELETED (Board Report 08-0602-PR55)

### 96. Ngalyaye, Morven S.W., Ph.D., d/b/a Promoting Proficiency in Teaching, Learning and Problem Solving P.O. Box 59203 Chicage, IL-60645 2604 W. Coyle Chicago, IL-60645 773-274-0654

773 274 0651 Vendor # 39357

RFQ

Contact Person: Morven S. W. Ngaiyaye, Ph.D. Scope of Services: Provides consultation and training in behavior management, LRE plan design, educational methodology and training in LRE curricular adaptations and modifications; development on co-teaching, parent involvement developing goals and objectives, collaboration, co-teaching and educational strategies:

### 97. DELETED (Board Report 08-0602-PR55)

### 98. Advanced Learning Environments Selinger & Winer

P.O. Box 126 Flossmoor, IL 60422 708-798-2442/708-925-5156 Vendor # 94999 RFQ

Contact Person: Clare H. Winer

Scope of Services: Provides consultation and training in behavior management, LRE plan design, educational methodology and training in LRE curricular adaptations and modifications, development on co-teaching, parent involvement developing goals and objectives, collaboration, co-teaching and educational strategies.

### 99. Swoope, Frankie, Ed.D.

3210 Reichert Dr. Crete, IL 60417 877-836-7693 Vendor # 34833 RFQ

Scope of Services: Provides consultation and training in behavior management, LRE plan design, educational methodology and training in LRE curricular adaptations and modifications, development on co-teaching, parent involvement developing goals and objectives, collaboration, co-teaching and educational strategies.

### 100. Luseno, Flora

401 East 32<sup>nd</sup> Street Chicago, Illinois 60616 312-567-1352 Vendor # 53006 RFQ

Contact Person: Flora Luseno

Scope of Services: Provides consultation and training in behavior management, LRE plan design, educational methodology and training in LRE curricular adaptations and modifications, development on coteaching, parent involvement developing goals and objectives, collaboration, co-teaching and educational strategies.

### 101. Builock, Cheryl

8901 South Clyde Av Chicago, Illinois 60617 773-374-3864

Vendor # 20927

Contact Person: Cheryl Bullock

Scope of Services: Provides consultation and training in behavior management, LRE plan design, educational methodology and training in LRE curricular adaptations and modifications, development on co-teaching, parent involvement developing goals and objectives, collaboration, co-teaching and educational strategies.

### 102. Brown, Frieda

1920 Wyndham Circle Glenview, IL 60025 847/486-8669 Vendor # 91647

Scope of Services: Provides consultation and training in behavior management, LRE plan design, educational methodology and training in LRE curricular adaptations and modifications, development on co-teaching, parent involvement developing goals and objectives, collaboration, co-teaching and educational strategies.

### 103. Kinney & Associates

2625 Butterfield Rd, Suite 123W Oak Brook, IL 60523 630/472-9660 Vendor # 19531

RFO

Contact Person: Cathy Duncan

Scope of Services: Provides consultation and training in behavior management, LRE plan design, educational methodology and training in LRE curricular adaptations and modifications, development on co-teaching, parent involvement developing goals and objectives, collaboration, co-teaching and educational strategies.

# 104. DELETED (Board Report 07-1114-PR20)

### 105. O'Connell, Ann

1537 Elm Ave. Northbrook, IL 60062 847/412-0955 Vendor # 97987 ISBE/RFQ

Scope of Services: Provides consultation and training in behavior management, LRE plan design, educational methodology and training in LRE curricular adaptations and modifications, development on co-teaching, parent involvement developing goals and objectives, collaboration, co-teaching and educational strategies.

### 106. McCabe, Maria

6818 N. Mendota Chicago, IL 60646 773/631-5334 Vendor # 15486 ISBE/RFQ

Scope of Services: Provides consultation and training in behavior management, LRE plan design, educational methodology and training in LRE curricular adaptations and modifications, development on co-teaching, parent involvement developing goals and objectives, collaboration, co-teaching and educational strategies.

## 107. DELETED (Board Report 08-0602-PR55)

### 108. DELETED (Board Report 07-1114-PR20)

### 109. Crayton, Gwendolyn 7660 Monroe Forest Park, IL 60130 708/771-4273 Vendor # 83031

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Scope of Services: Provides consultation and training in behavior management, LRE plan design, educational methodology and training in LRE curricular adaptations and modifications, development on co-teaching, parent involvement developing goals and objectives, collaboration, co-teaching and educational strategies.

### 110. Morrow, Sandra L.

910 S. Michigan Ave. #504 Chicago, IL 60605 312/427-4775 Vendor # 81603 ISBE/RFQ

Scope of Services: Provides consultation and training in behavior management, LRE plan design, educational methodology and training in LRE curricular adaptations and modifications, development on co-teaching, parent involvement developing goals and objectives, collaboration, co-teaching and educational strategies.

### 111. Robbins Harris, Elaine

**Innovative Solutions Consultants** 

9757 S. Damen Ave. Chicago, IL 60643 773/779-9942 Vendor # 12337 ISBE/REQ

Scope of Services: Provides consultation and training in behavior management, LRE plan design, educational methodology and training in LRE curricular adaptations and modifications, development on co-teaching, parent involvement developing goals and objectives, collaboration, co-teaching and educational strategies.

### 112. Silvers, Penny, Ed.D.

1066 Old Elm Lane Glencoe, IL 60022 847/242-9691 Vendor # 34585 ISBE

Scope of Services: Provides consultation and training in behavior management, LRE plan design, educational methodology and training in LRE curricular adaptations and modifications, development on co-teaching, parent involvement developing goals and objectives, collaboration, co-teaching and educational strategies.

- 113. **DELETED** (Board Report 08-0602-PR55)
- 114. **DELETED** (Board Report 08-0602-PR55)
- 115. DELETED (Board Report 08-0602-PR55)

### 116. Performance Learning Systems (PLS)

4961-Arquilla Drive Richten Park, IL 60471 800/823-4765 Vender # 27382 ISBE

Contact: John Yeates

Scope of Services: Prevides consultation and training in behavior management, LRE plan design, educational methodology and training in LRE curricular adaptations and medifications, development on co-teaching, parent involvement developing goals and objectives, collaboration, co-teaching and educational strategies.

### 117. DELETED (Board Report 07-1114-PR20)

### 118. Goldman, Ronda S.

13177 Silver Birch Dr Huntley, IL 60142 224/654-2070 Vendor # 64613 RFQ

Scope of Services: Provides consultation and training in behavior management, LRE plan design, educational methodology and training in LRE curricular adaptations and modifications, development on co-teaching, parent involvement developing goals and objectives, collaboration, co-teaching and educational strategies.

### 119. DELETED (Board Report 08-0602-PR55)

# 120. DELETED (Board Report 08-0602-PR55)

### 121. Wasowski, Christine I.

6338 N. Normandy Chicago, IL 60631 773/774 1167 Vender # 91688 ISBE

Scope of Services: Provides consultation and training in behavior management, special education procedures and practices, school-based problem solving, modification and accommodations, co-teaching and educational strategies, and instructional strategies for at-risk students.

### 122. Cirincoine Ulezi, Nasiah Ed.D.

162 Christine Way Bolingbrook, IL 60440 630/400-1356 Vendor # 62211 ISBE

Scope of Services: Provides consultation and training in accommodations and modifications, co-teaching, differentiated instruction, collaboration and educational strategies.

### 123. PPES, Inc.

P.O. Box 626 Oak Park, IL 60303 773/780-7737 Vendor # 37491 ISBE

Contact: Phyllis Porter

Scope of Services: Provides informal interventions such as behavioral management, school-based problem solving, LRE plan design, curricula adaptations, modifications and options, social interaction between disabled and non-disabled students, educational methodology, staff usage and configuration of services, technology options in communications, motor and/or medical needs, LRE strategies as they relate to IEP Development, students needing bilingual special education services, students who are gifted and talented, students with attention deficit disorders and parental involvement in LRE issues.

# 124. Perry, Maxine L.

109 East 89<sup>th</sup> Place Chicago, IL 60619 773/783-6228 **Vendor # 90505 RFQ** 

Scopes of Services: Data analysis, IEP content, LRE, co-teaching, differentiated instruction, inclusive practices, learning styles, instructional strategies, accommodations and modifications, behavior/classroom management, school-based problem solving, collaboration/team building, and parent involvement

### 125. DELETED (Board Report 08-0602-PR55)

### 10-0324-PR19

### AMEND BOARD REPORT 09-0826-PR32

APPROVE ENTERING INTO AGREEMENTS WITH VARIOUS VENDORS FOR THE PURCHASE OF SPECIALIZED EQUIPMENT, TESTING MATERIALS, MAINTENANCE, TRAINING AND WARRANTY SERVICES

### THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into agreements with various Vendors for the purchase of specialized equipment, testing materials, maintenance, training and warranty services for the Office of Specialized Services at a cost not to exceed \$681,600.00 \$1.017,105.50 in the aggregate for all Vendors. Vendors were selected on a competitive basis pursuant to Board Rule 5-4.1. Written agreements for these purchases are currently being negotiated. No goods may be ordered or received and no payment shall be made to any Vendor prior to the execution of their written agreement. The authority granted herein shall automatically rescind as to each Vendor in the event their written agreement is not executed within 90 days of the date of this amended Board Report. Information pertinent to these agreements is stated below.

This amended Board Report is necessary to i) increase the compensation amount by \$335,605.50 and ii) include budget classifications and update the funding source for certain items covered in Category 2. No amendments to the agreements are required.

Specification Number: 09-250009

### **USER:**

Citywide Specialized Services 125 South Clark Street 8th Floor Chicago, IL 60603

Contact: Deborah Duskey Phone: 773-553-1800

### TERM:

The term of each agreements shall commence on October 1, 2009 and shall end September 30, 2011. The agreements shall have 1 option to renew for a period of 24 months each.

### **EARLY TERMINATION RIGHT:**

The Board shall have the right to terminate each agreement with 30 days written notice.

### **DESCRIPTION OF PURCHASE:**

Each Vendor will provide goods and/or related services such as training, maintenance and warranty services in the category/categories designated for that Vendor in this Board Report and their agreement The categories are set forth below:

- 1. Assistive Technology for Students with Disabilities
- 2. Psychological/Speech-Language/Educational Testing Equipment

### **OUTCOMES:**

Goods provided by the Vendors will enable the Board to fulfill students' IEP requirements and will enhance each student's ability to participate in school activities and learn.

### **COMPENSATION:**

Vendors shall be paid in accordance with the unit prices contained in each Vendor's agreement, aggregate for all Vendors not to exceed the sum of \$681,500.00-\$1,017,105.50.

### **AUTHORIZATION:**

Authorize the General Counsel to include other relevant terms and conditions in the written agreements Authorize the President and Secretary to execute the agreements. Authorize the Chief Specialized Services Officer to execute all ancillary documents required to administer or effectuate the agreements

AFFIRMATIVE ACTION: The goals for this agreement are 5% MBE and 5% WBE. Thus contracts for subsequent vendors from the pool created by this agreement will be subject to aggregated compliance reviews and monitored on a monthly basis. Pursuant to Section 8 of the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, the per centract method for MWBE participation will be utilized. The MAWBE goals for this agreement are 25% MBE and 5% WBE participation. Thus, contracts for subsequent vendors from the pool, created by this agreement will be subject to compliance reviews on a contract by contract basis. Aggregated compliance of the vendors in the pool will be menitored on a monthly basis.

### LSC REVIEW

Local School Council approval is not applicable to this report.

### FINANCIAL:

Charge to the Office of Specialized Services: \$681,500.00-\$1,017,105.50.11670-220-55005-120412-000000-2010 \$526,500.00

\$150,000.00	11675-115-53305-121001-000000-2010
<u>\$185,605.54</u>	11675-115-53405-214301-000000-2010
<del>\$526,500.00</del>	11670-115-55005-120412-000000-2010
\$150,000.00	11670-220-55005-261006-462046-2010
\$5,000.00	11675-115-53405-121001-000000-2010

CFDA#: Not Applicable

### **GENERAL CONDITIONS:**

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s)

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## 1) Vendor # 31044

Advanced Multimedia Devices, Inc 200 Frank Road Hicksville, Ny 11801 Somchal Tang 516-822-0808

Cat One

## 2) Vendor # 42654

Don Johnston , Inc. 26799 W. Commerce Dr. Volo, II 60073 Marci Butler 847-740-0749

Cat One

## 3) Vendor # 18842

Attainment Co Inc 504 Commerce Parkway Verona, Wi 53593 Brent Denu 608-845-7880

Cat One

## 4) Vendor # 11291

Renaissance Learning, Inc. 1 2911 Peach Street Wisconsin Rapids, Wi 54495-8036 Tracie Grossman-Mann 800-200-4848

Cat One

#### 5) Vendor # 46635

Ablenet, Inc 2808 Fairview Ave N. Roseville, Mn 55113-1308 Tbd 800-322-0956

Cat One

## 6) Vendor # 17922

Dynavox Systems, Llc 2100 Wharton Street, Suite400 Pittsburgh, Pa 15203 Apryl Cendrowski 800-344-1778

Cat One

## 7) Vendor # 41798

Computer Services & Consulting, Inc (Cs&C)
1613 S. Michigan Ave.
Chicago, Il 60616
Leonel Rodriguez
312-360-1100

Cat One

## 8) Vendor # 27389

Prentke Romich Company 1022 Heyl Rd Wooster, Oh 44691 Susan Penny 330-262-1984

Cat One

9) Vendor # 39690

Intellitools 1720 Corporate Circle Petaluma, Ca 94954 Lorraine Simpson 800-899-6687

Cat One

10) Vendor # 31002

Advanced Keyboard Technology, P O Box 186 Paso Robles, Ca 93447 Mike Capaci 805-237-2055

Cat One

11) Vendor # 11917

E.M. Vitu, Inc 299-B Peterson Road Libertyville, If 60048-0000 Ed Vitu 847-367-4004

Cat One

12) Vendor # 16592

Kurzweil Educational Systems, Inc. 100 Crosby Drive Bedford, Ma 01730 Lorraine Simpson 800-894-5374 X603

Cat One

13) Vendor # 12875

Woodlake Technologies, Inc. 666 West Hubbard Street Chicago, II 60654 Ralph Samek 312-655-9200

Cat One

14) Vendor # 34595

Ncs Pearson, Inc 19500 Bulverde Road San Antonio, Tx 78259 Kathleen Smith 210-339-8186

Cat Two

15) Vendor # 26122

Psychological Assessment Resources, Inc. 16204 North Florida Avenue Lutz, Fl 33549 James Gyurke 813-968-3003

Cat Two

10-0324-PR20

# APPROVE ENTERING INTO AN AGREEMENT WITH THE NEW TEACHER PROJECT FOR CONSULTING SERVICES FOR THE MODEL HIRING INITIATIVE

## THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into an agreement with The New Teacher Project to provide consulting services to deliver the Model Hiring Initiative to the Department of Human Resources and Office of School Turnaround at a cost not to exceed \$247,757.00. Consultant was selected on a non-competitive basis because of the Consultant's expertise and ability to deliver effective recruitment, selection and training programs for school-based hiring authorities and implementing hiring practices based on prior years performance. A written agreement for Consultant's services is currently being negotiated. No services shall be provided by Consultant and no payment shall be made to Consultant prior to the execution of the written agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

### **VENDOR:**

Vendor # 95555 New Teacher Project, The 186 Joralemon Street., Ste 300 Brooklyn, Ny 11201 Ariela Rozman, Chief Executive Officer 718-233-2800

#### USER:

Turn - Around Schools 125 S Clark Street Chicago, IL 60603

Contact: Donald Fraynd, Acting Chief Area Officer

Phone: 773-553-2336

#### TERM:

The term of this agreement shall commence on May 1, 2010 and shall end September 30, 2010. This agreement shall have two (2) options to renew for periods of twelve (12) months each. Costs for each renewable option shall be based on the number of schools participating in the year of the exercised option.

#### **EARLY TERMINATION RIGHT:**

The Board shall have the right to terminate this agreement with 30 days written notice.

#### SCOPE OF SERVICES:

The Consultant will work with the CPS Department of Human Resources and Office of School Turnaround to implement the Model Hiring Initiative for first, second and third year turnaround schools as identified by the Office of School Turnaround and Office of New Schools.

Consultant will deliver and implement: (1) an effective marketing and recruitment strategy; (2) pre-screening services of each applicant to identify candidates for the selection and hiring process; (3) management of school-based selection events; (4) review of staffing plans; (5) training workshops for principals and other school-based personnel responsible for hiring the instructional staff; and (6) overall project management services.

Consultant will deliver workshop content to first year turnaround school principals and other school-based personnel that will focus on the essential hiring practices needed in order to recruit, select and cultivate quality teachers for their respective schools particularly those in high need subject areas.

#### **DELIVERABLES:**

Consultant will deliver: (1) a targeted marketing campaign for the turnaround schools; (2) develop and implement school-based hiring strategies focused on building rigorous selection models and reviewing staffing plans especially in high need subject areas such as math, science, physical education, special education, and other subject areas when needed; (3) develop and deliver workshops for school-based personnel responsible for hiring the instructional staff in the areas of effective hiring practices, projecting vacancies, marketing, customized school-based interviews and various hiring strategies; (4) provide staffing specialists and other Consultant teams as needed for the Department of Human Resources and Office of School Turnaround to support the Model Hiring Initiative; and (5) maintain data management systems to provide weekly progress reports.

## **OUTCOMES:**

Consultant's services will result in: i) early hiring of teachers to ensure each turnaround school entering the first year of reconstitution status is appropriately staffed for the 2010-2011 academic year; ii) a selection and hiring process that is efficient and transparent to candidates and school-based hiring authorities; and, iii) early hiring and staffing of teachers and other instructional personnel to ensure that each first, second and third year turnaround school is appropriately staffed for the 2010-2011 academic year.

## **COMPENSATION:**

Consultant shall be paid upon invoicing after services have been satisfactorily performed; not to exceed \$24,775 during fiscal year 2010 and \$222,982 during fiscal year 2011; total for the term not to exceed \$247,757.

#### **REIMBURSABLE EXPENSES:**

None

## **AUTHORIZATION:**

Authorize the General Counsel to include other relevant terms and conditions in the written agreement. Authorize the President and Secretary to execute the agreement. Authorize the Officer of School Turnaround to execute all ancillary documents required to administer or effectuate this agreement.

#### **AFFIRMATIVE ACTION:**

Pursuant to section 5.2 of the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, M/WBE provisions of the Program do not apply to those transactions where the vendor providing services operates as a Not-for-Profit organization.

#### LSC REVIEW:

Local School Council approval is not applicable to this report.

#### FINANCIAL:

Charge to Office of School Turnaround: \$247,757.00

13745-115-57940-119035-000000-2010 \$24,775.00

13745-115-57940-119035-000000-2011 \$222,982.00

CFDA#: Not Applicable

#### **GENERAL CONDITIONS:**

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

President Richardson-Lowry indicated that if there were no objections, Board Reports 10-0324-PR1 through 10-0324-PR8, and 10-0324-PR11 through 10-0324-PR20 would be adopted by the last favorable roll call vote, all members present voting therefore.

President Richardson-Lowry thereupon declared Board Reports 10-0324-PR1 through 10-0324-PR8, and 10-0324-PR11 through 10-0324-PR20 adopted.

10-0324-OP5

**FINAL** 

APPROVE ENTERING INTO A LICENSE AGREEMENT WITH SYSTEM PARKING INC. FOR USE OF PARKING GARAGE AND LOT AT INTER-AMERICAN MAGNET SCHOOL

## THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into a license agreement with System Parking Inc. for use of the Inter-American Magnet School parking garage located at 812-830 West Addison Street and Fremont Street surface lot. A written license agreement is currently being negotiated. The authority granted herein shall automatically rescind in the event a written agreement is not executed with 90 days of the date of this Board Report Information pertinent to this license agreement is stated below.

LICENSEE: System Parking Inc.

111 E. Wacker Drive, Suite 1407

Chicago, IL 60601 Contact: Dennis Quinn Phone: 312/819-5079

LICENSOR: Board of Education of the City of Chicago

**PREMISES:** The premises shall consist of the parking garage located at 821-830 W. Addison Street and the Fremont Street surface lot

TERM: The term of this license agreement shall commence April 7, 2010 and shall end April 6, 2011.

USE: To be used by licensee for Cubs games, monthly parking-evenings/weekends public parking.

Fremont street surface parking lot hours: Monday – Thursday 6:00 pm to 7:00 am, Friday 6:00 pm to Monday 7:00 am.

Parking Garage hours 24/7, but CPS events and activities have priority use of the parking garage and Fremont Street surface lot.

**LICENSE FEE:** (a) Licensee shall pay an annual license fee to the Inter-American School ("License Fee"), payable in monthly installments, in advance, as follows:

Time Period	Yearly	/ License Fee	Month	<u>ly License Fee</u>
4/7/2010 to 4/6/2011	\$	276,000,00	Ś	23.000.00

**OPERATIONS & MAINTENANCE:** Licensee shall maintain the premises in its present condition or better throughout the term of this License and at the expiration of the License, the Premises will be turned over in the same condition as received (any improvements made by Licensee shall remain). Licensee shall keep the premises free of all debris, bottles and trash at all time during Licensee's use at Licensee's sole expense. Licensee shall snowplow the Fremont street surface lot at Licensee's sole expense. Licensee shall be responsible for the payment of any taxes and fees associated with the operations of the Premises. The Licensee is also responsible for providing and maintaining; the Kiosk, card-system, signage and gates. The Licensee shall be responsible providing security including such security personnel as may be reasonably necessary to safely operate the garage and surface lot

**INSURANCE:** Licensee will name the Board of Education as an additional name insured under its Comprehensive General Liability Policy. Coverage limits are \$1,000,000 for a combined single limit for both bodily injury and property damage. Licensee will provide a Certificate of insurance naming the Board as an additional insured, with the provision that the Board be provided 30 days prior written notice of cancellation, amendment or non-renewal.

**AUTHORIZATION:** Authorize the General Counsel to include other relevant terms and conditions in the written license agreement, including indemnification provisions. Authorize the President and Secretary to execute the license agreement. Authorize the General Counsel to execute all ancillary documents required to administer or effectuate this license agreement.

## AFFIRMATIVE ACTION: Exempt.

LSC REVIEW: This action was approved by the LSC for Inter-American Magnet School on March 10, 2010.

FINANCIAL: Income to be credited to Inter-American Magnet School

## **GENERAL CONDITIONS:**

Inspector General – Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board member during the one year period following expiration or other termination of their terms of office.

Indebtedness – The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement

Ethics – The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

## ADOPT REGULAR SCHOOL YEAR CALENDAR FOR 2010-2011 SCHOOL YEAR

## THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Adopt the regular school year calendar for elementary and high schools for the year 2010-2011.

**DESCRIPTION:** The calendar indicates holidays, teacher institute days, professional development days, staff development days and days when schools are closed for extended periods of time.

The effect of this action would be to establish a regular school year and a summer school calendar.

The 2010-2011 calendar includes 170 pupil attendance days, 4 staff development days for school improvement planning, 3 professional development days, 2 parent-teacher conference days and 4 teacher institute days.

AFFIRMATIVE ACTION: Not applicable.

LSC REVIEW: LSC review is not applicable to this report.

FINANCIAL: No additional cost to the Chicago Board of Education.

GENERAL CONDITIONS: Not applicable.

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## 2010-2011 **REGULAR SCHOOL CALENDAR ELEMENTARY AND HIGH SCHOOLS**

Ron Huberman Chief Executive Officer

	SEF	TEMBE	R 2010			JA	NUARY	2011				APRIL 2	011		SUI	MMER	SCHOO	L SESS	ION
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## \*HOLIDAYS 2010 - 2011

September 6. Labor Day October 11. Columbus Day	January 17 February 11	M.L. King's Birthday Lincoln's Birthday	March 7 May 30	C. Pulaski s Birthday Memona: Day
November 11 Veterans Day Observance	February 21	Presidents Day		
November 25, 26 Thanksgiving Holiday NOTI	S: Friday, November 2	<ol><li>2010 - holiday for office employees</li></ol>		

- NEW STUDENT ENROLLMENT TARGET DATE June 18, 2010 is the deadline for students enrolling for the 2010 2011 school year
- NEW STUDENT ENROLLMENT TARGET DATE June 18, 2010 is the deadline for students enrolling for the 2010 2011 school year
  CLASES BEGIN Tuesday, September 7, 2010. Students are scheduled for a full day of school
  TEACHER INSTITUTE DAYS (4) Wednesday, September 1, 2010, Thursday, September 2, 2010, Friday, September 3, 2010, and Thursday June 16, 2011
  On these days teachers are to report at the regular time. Institute days are non-attendance days to students and are days held or approved by the State
  Superintendent of Institution for teacher in:- service workshops or equivalent professional educional experiences such as educational gatherings, demonstrations
  of instructional materials, visitation of/to other schools, institutions or facilities. Teacher Institute Days are fully principal directed.
  PROFESSIONAL DEVELOPMENT DAYS (8) Finday, November 12, 2010, Finday, January 28, 2011 and Finday, April 1, 2011. On these days teachers are to report at the regular time. These are non-attendance days for students. Professional development days are half principal directed.

  FINDAMENT DAYS FOR SCHOOL IMPROVEMENT PLANNING (BOLD DATES) Finday, September 24, 2010 (School directed), Finday, 2010 (School directed), and Thursday, February 10, 2011 (Central Office/Area directed)

  PROGRESS REPORT DISTRIBUTION DAYS Elementary and High Schools will distribute Student Progress Reports during the 6<sup>1</sup>m week of each marking period on Wednesday, October 13, 2010, Wednesday, January 5, 2011; Wednesday, March 9, 2011, and Wednesday, November 17, 2010 and Wednesday April 6, 2011 High schools on Thursday, November 18, 2010 and Thursday, April 7, 2011. The elementary schools dates are non-attendance days for students in elementary schools

  REPORT CARD PICKUP/PARENT-TEACHER CONFERENCE DAYS (PEPPH) Elementary school dates are non-attendance days for students in elementary schools.

  REPORT CARD PICKUP/PARENT-TEACHER CONFERENCE DAYS (PePPH) Elementary school dates are non-attendance days for students in elementary schools.

- REPORT CARD DISTRIBUTION DAYS: For second marking period, Wednesday, February 2, 2011; for fourth marking period, Fricay, June 17, 2011

- WINTER VACATION Schools close at the end of the school day on Friday. December 17, 2010 and reopen on Monday, January 3, 2011

  SPRING VACATION Schools close for students at the end of the school day Friday. April 15, 2011 and reopen on Monday, April 25, 2011

  SPRING VACATION Schools close for students at the end of the school day Friday. April 15, 2011 and reopen on Monday. April 25, 2011

  SPRING VACATION Schools close for students at the end of the school day on Friday. April 15, 2011 and reopen on Monday. April 25, 2011

  SPRING VACATION Schools close for students at the end of the school day on Friday. December 17, 2010 and reopen on Monday. January 3, 2011

  SPRING VACATION Schools close for students at the end of the school day on Friday. December 17, 2010 and reopen on Monday. January 3, 2011

  SPRING VACATION Schools close for students at the end of the school day on Friday. December 17, 2010 and reopen on Monday. January 3, 2011

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  SPRING VACATION Schools close for students at the end of the school day on Friday. December 17, 2010 and reopen on Monday. December 17, 2011

  SPRING VACATION Schools close for students at the end of the school day on Friday. De

- SUMMER VACATION: Schools close for students on Friday, June 17, 2011

  The number of weeks per guarter are: 1<sup>41</sup> Quarter 10 weeks; 2<sup>54</sup> Quarter 9 weeks; 3<sup>14</sup> Quarter 9 weeks; 4<sup>th</sup> Quarter 10 weeks.

REGULAR SUMMER SCHOOL SESSIONS FOR ELEMENTARY AND HIGH SCHOOLS Grades 3-6-8 SUMMER PROGRAM will operate for six weeks beginning Monday, June 20, 2011 and ending Monday, August 1, 2011 HIGH SCHOOL SUMMER PROGRAM will operate for seven weeks beginning Monday, June 20, 2011 and ending August 8, 2011

#### ADOPT THE 2010-2011 YEAR ROUND CALENDARS

## THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Adopt the year-round calendars for the period of July 1, 2010 to June 30, 2011.

**DESCRIPTION:** The calendars indicate holidays, teacher institute days, professional development days, staff development days and days when schools are closed for extended periods of time.

The 2010-2011 calendars for Tracks A, B, C, D and E include 170 pupil attendance days, 4 staff development days for School Improvement Planning,3 professional development days, 2 parent-teacher conference days, and 4 teacher institute days.

Five schools will operate on Tracks A - D: Hurley, Lee, Pasteur, Sandoval and West Lawn

One hundred and ninety-two schools will operate on Track E: Altgeld, Armstrong L., Ashe, Avalon Park. Banneker, Barnard, Bass, Beethoven, Beidler, Belmont Cragin, Bond, Bontemps, Brown, Brownell, Brunson. Burke, Burr, Burroughs, Caldwell, Calhoun North, Cameron, Cardenas, Carroll, Carver Elementary, Casais, Castellanos, Cather, Chalmers, Chavez, Chicago Agricultural, Claremont, Clark, Colemon, Coles, Columbia Explorers, Cook, Copernicus, Corliss, Crown Academy, Cuffe, Cullen, Daley, Deleon, Deneen, Dett, DePriest. Dirksen, Dixon, Dodge, Doolittle East, Drake, Drummond, DuBois, , Dunne, Earhart, Earle, Edwards, Ellington. Emmet, Esmond, Evergreen, Everett, Faraday, Farnsworth, Fernwood, Finkl, Fiske, Fuller, Fulton, Funston. Frazier, Gage Park, Garvey, Goldblatt, Greene, Gregory, Guggenheim, Hammond, Hampton, Harvard, Hay. Hearst, Hedges, Hefferan, Henderson, Henson, Herbert, Hernandez, Herzl, Higgins, Hinton, Howe. Hoyne. Hughes, Irving, Jackson Mahalia, Jenner, Jensen, Jophn, Johnson, Kellman, Kershaw, King, Kohn Kozminski, Lafayette, Lavizzo, Lawndale, Leland, Lewis, Libby, Little Village, Lloyd, Lovett, Lowell, Madero, Mann, May, Mays, McDowdell, McKay, McNair, Melody, Metcalfe, Miles Davis, Mireles, Moos, Morgan, Morgan Park, Morral Morton, Nash, National Teachers, Nicholson, Nightingale, Ninos Heroes, Nobel, Oglesby, O'Toole, Overton Paderewski, Park Manor, Parkman, Parkside, Peace and Education Coalition, Peck, Penn, Pickard, Piccolo, Pirie, Plamondon, Pope, Powell, Prescott, Randolph, Revere, Robeson, Robeson Achievement Academy. Ruggles, Ryder, Ryerson, Scammon, Schubert, Sherman, Shoop, Smith, Smyth, Songhai, Spencer, Spry, Team Englewood, Tilden, Tilden Achievement Academy, Till, Tonti, Vaughn, Volta, Walsh, Ward, Webster, Wentworth West Pullman, Westcott, Whistler, White, Williams Prep, Williams Multiplex, Woods, Woodson South, Yale, Young and Zapata.

AFFIRMATIVE ACTION: Not applicable.

LSC REVIEW: LSC review is not applicable to this report.

FINANCIAL: No additional cost to the Chicago Board of Education.

GENERAL CONDITIONS: Not applicable.

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## 2010 - 2011 YEAR ROUND SCHOOL CALENDAR

#### TRACK A

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	LEGEND:	( )	Schools closed - no salary is paid teacher institute days	# P	Professional development days full day Parent-Teacher conference
l			Days of non-attendance for students	11	salary is paid except as provided for by budgetary action
١		c	Emergency days - school in session if student days fall below	•	Holidays
L			170		

BOLD Bold dates indicate non-attendance days for students (staff development days for School Improvement Planning)

#### \*HOLIDAYS 2010-2011

September 6Labor Day October 11Columbus Day	November 25, 26 I hanksgiving Holiday January 17 M. L. King's Birthday	February 21 March 7	Presidents Day C. Pulaski's Birthday
November 11Vetcrans Day Observance	February 11 Lincoln's Birthday	May 30	Memorial Day
NOTE: Friday November 26, 2010 - holiday for off	ice employees		

- NEW STUDENT ENROLLMENT June 18, 2010 is the deadline for students enrolling for the 2010-2011 school year
- CLASSES BEGIN Tuesday, August 3, 2010. Students are scheduled for a full day of school
- TEACHER INSTITUTE DAYS (+) Friday, July 30, 2010; Monday, August 1, 2010, Friday, October 15, 2010 and Wednesday, June 29, 2011. On these days teachers are to report at the regular time. Institute days are non-attendance days for students and are days. held or approved by the State Superintendent of Instruction for teacher in-service workshops or equivalent professional educational experiences such as educational gatherings, demonstrations of instructional materials, visitation of /to other schools, institutions or facilities. Teacher Institute Days are fully principal-directed.
- PROFESSIONAL DEVELOPMENT DAYS (#) Friday, February 25, 2011, Wednesday, March 23, 2011 and Friday, April 22, 1011. On these day's teachers are to report at the regular time. These are non-attendance days for students. Professional development days are half principal-directed/ half teacher- directed.
- STAFF DEVELOPMENT DAYS FOR SCHOOL IMPROVEMENT PLANNING (BOLD DATES) Friday, September 3, 2010, Friday, September 24 2010; Friday, December 3, 2010 and Thursday, February 10, 2011

  PROGRESS REPORT DISTRIBUTION DAYS - Track A Elementary will distribute Student Progress Reports on Friday. Sept. 10, 2010.
- Friday, January 28, 2011, and Friday, May 13, 2011.

  REPORT CARD PICKUP/PARENT-TEACHER CONFERENCE DAYS (P) Year-Round schools (Track A. B. C and D) dates are on Wednesday, October 20, 2010 and Wednesday, March 2, 2011. These are non-attendance days for students
- INTERSESSIONS Schools will close for students at the end of the day Wednesday June 30, 2010 and reopen on Tuesday August 3, 2010 Schools close for students at the end of the day Tuesday, October 19, 2010 and reopen on Friday, November 29, 2010. Schools close for students at the end of the day. Tuesday, March 1, 2011 and reopen on Thursday, March 24, 2011.

  WINTER VACATION — Schools close for students at the end of the school day on Friday, December 17, 2010 and reopen on Monday. January 3, 2011.
- GRADUATION DATES Elementary graduation may not be held prior to five days before the end of the school year.
- KINDERGARTEN PRE-REGISTRATION The suggested dates are April 11, 2011 through April 15, 2011



## 2010 - 2011 YEAR ROUND SCHOOL CALENDAR

## TRACK B

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LEGEND	()	Schools closed - no salary is paid teacher institute days	# P	Professional development days Full day Parent-Teacher conference	
		Days of non-attendance for students	11	salary is paid except as provided for by budgetary action	
	e	Emergency days - school in session if student days fall below 170	•	Holidays	

BOLD Bold dates indicate non-attendance days for students (staff development days for School Improvement Planning)

## \*HOLIDAYS 2010-2011

September 6Labor Day	November 25, 26	Thanksgiving Holiday	February 21	Presidents Day
October 11Columbus Day	January 17	M. L. King's Birthday	March 7	C. Pulaski's Birthday
November 11 Veterans Day Observance	February 11	Lincoln's Birthday	May 30	Memorial Day
NOTE: Criday Movember 26, 2010, holiday for of	See employees			

- NEW STUDENT ENROLLMENT June 18, 2010 is the deadline for students enrolling for the 2010-2011 school year.
- CLASSES BEGIN Tuesday, July 6, 2010. Students are scheduled for a full day of school
- TEACHER INSTITUTE DAYS (+) Thursday, July 1, 2010; Friday, July 2, 2010. Friday, October 15, 2010 and Wednesday June 29, 2011. On these days teachers are to report at the regular time. Institute days are non-attendance days for students and are cays held or approved by the State Superintendent of Instruction for teacher in-service workshops or equivalent professional educational experiences such as educational gatherings, demonstrations of instructional materials, visitation of /to other schools, institutions or facilities Teacher Institute Days are fully principal-directed.
- PROFESSIONAL DÉVELOPMENT DAYS (#) Friday, November 12, 2010; Friday, February 25, 2011 and Friday, April 22, 2011. On these days, teachers are to report at the regular time. These are non-attendance days for students. Professional development days are half principal- directed/ half- teacher directed.
- STAFF DEVELOPMENT DAYS FOR SCHOOL IMPROVEMENT PLANNING (BOLD DATES) Friday, September 3, 2010; Friday, September 24
- 2010; Monday, October 18, 2010 and Thursday, February 10, 2011.

  PROGRESS REPORT DISTRIBUTION DAYS Track B Elementary will distribute Student Progress Reports on Friday, September 10, 2010.

  Friday, January 14, 2011 and Friday, May 13, 2011.
- REPORT CARD PICKUP/PARENT-TEACHER CONFERENCE DAYS (P) Year-Round schools (Track A. B. C and D) dates are on Wednesday, October 20, 2010 and Wednesday, March 2, 2011. These are non-attendance days for students
- INTERSESSIONS Schools close for students at the end of the day Friday July 30, 2010, and reopen on Tuesday, September 7, 2010, Schools close for students at the end of the day Wednesday, November 24, 2010 and reopen on Monday, January 3, 2011; Schools close for the students at the end of the day on Tuesday, March 22, 2011 and reopen on Monday, April 18, 2011.
- GRADUATION DATES Elementary graduation may not be held prior to five days before the end of the school year
- KINDERGARTEN PRE-REGISTRATION The suggested dates are April 11, 2011 through April 15, 2011



## 2010-2011 YEAR ROUND SCHOOL CALENDAR

#### TRACK C

	J	<b>ULY 20</b>	10			oc	<b>FOBER</b>	2010			JAN	CARY	2011			A	PRIL 20	11	
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19	20	21	22	23	18	19#	20P	21	22	17*	(18)	(19)	(20)	(21)	/18/	/19/	/20/	/21/	$\alpha y$
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16	17	18	19	20	22	23	24	25*	26*	21*	22	23	24	25#	23	24	25	26	27
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(13)	(14)	(15)	(16)	(17)	13	14	15	16	17	14	15	16	17	18	13	14	15	15	17
(20)	(21)	(22)	(23)	24	/20/	/21/	/22/	/23/	/24/	21	22	23	24	25	20	21	22	23	24
27	28	29	30		(27)	(28)	(29)	(30)	(31)	28	29	30	31		27	28	29+	30	

LEGEND:	()	Schools closed - no salary is paid	*	Professional development days
1	+	teacher institute days	P	Full day Parent-Teacher conference
		Days of non-attendance for students	H	salary is paid except as provided for by budgetary action
	¢	Emergency days - school in session if student days fall below 170	•	Holidays

BOLD Bold dates indicate non-attendance days for students (staff development days for School Improvement Planning)

#### \*HOLIDAYS 2010-2011

November 25, 26 . . Thunksgiving Holiday February 21 Presidents Day October 11 ...... Columbus Day
November 11 ...... Veterans Day Observance January 17 ... M. L. King's Birthday March 7 C. Pulaski's Birthday Lincoln's Birthday February 11 .... Memorial Day May 30 NOTE: Friday, November 26, 2010 - holiday for office employees

- NEW STUDENT ENROLLMENT June 18, 2010 is the deadline for students enrolling for the 2010-2011 school year
- CLASSES BEGIN Tuesday, July 6, 2010. Students are scheduled for a full day of school.
- TEACHER INSTITUTE DAYS (\*) -Thursday, July 1, 2010; Friday, July 2, 2010; Friday, October 15, 2010, and Wednesday, June 29, 2011. On these days teachers are to report at the regular time. Institute days are non-attendance days for students and are days held or approved by the State SuperIntendent of Instruction for teacher in-service workshops or equivalent professional educational experiences such as educational gatherings, demonstrations of instructional materials, visitation of ito other schools, institutions or facilities. Teacher Institute Days are fully principal-directed.
- PROFESSIONAL DEVELOPMENT DAYS (#) Tuesday, October 19, 2010; Friday, November 12, 2010 and Friday, February 25, 2011 On these days teachers are to report at the regular time. These are non-attendance days for students. Professional development days are half principaldirected/ half teacher- directed
- STAFF DEVELOPMENT DAYS FOR SCHOOL IMPROVEMENT PLANNING (BOLD DATES) Friday, September 3, 2010, Friday, September 24, 2010; Friday, December 3, 2010 and Thursday, February 10, 2011
- PROGRESS REPORT DISTRIBUTION DAYS Track C Elementary will distribute Student Progress Reports on Friday, August 13, 2010.
- Wednesday, November 23, 2010 and Friday, April 8, 2011.

  REPORT CARD PICKUP/PARENT-TEACHER CONFERENCE DAYS (P) Year-Round schools (Track A. B. C and D) dates are on Wednesday, October 20, 2010 and Wednesday, March 2, 2011. These are non-attendance days for students
- INTERSESSIONS Schools close for students at the end of the day on Thursday, September 2, 2010 and reopen on Monday, September 27, 2010, Schools close for students at the end of the day on Friday, December 17, 2010 and reopen on Monday, January 31, 2011. Schools close at the end of the day on Friday, April 15, 2011 and reopen on Monday, May 23, 2011.

  WINTER VACATION - Schools close for students at the end of the school day on Friday, December 17, 2010.
- GRADUATION DATES Elementary graduation may not be held prior to five days before the end of the school year
- KINDERGARTEN PRE-REGISTRATION The suggested dates are April 11, 2011 through April 15, 2011



## 2010 - 2011 YEAR ROUND SCHOOL CALENDAR

## TRACK D

	J	ULY 20	10			OC:	<b>FOBER</b>	2010			JAN	LARY :	2011			A	PRIL 20	11	
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2	3	4	5	6	8	9	10	11*	12#	(7)	(8)	(9)	(10)	11*	9	10	11	12	13
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16	17	18	19	20	22	23	24	25*	26*	21*	(22)	(23)	(24)	25#	23	(24)	(25)	(26)	(27)
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LEGEND	()	Schools closed - no salary is paid teacher institute days	# P	Professional development days Full day Parent-Teacher conference	٦
		Days of non-attendance for students	//	salary is paid except as provided for by budgetary action	
	e	Emergency days - school in session if student days fall below	•	Hohdays	

BOLD Bold dates indicate non-attendance days for students (staff development days for School Improvement Planning)

#### \*HOLIDAYS 2010-2011

September 6 ..... Labor Day November 25, 26 ..... Thanksgiving Holiday February 21 Presidents Day October 11 ......Columbus Day .M. L. King's Birthday C. Pulaski's Birthday January 17 .. March 7 .....Lincoln's Birthday November 11..... Veterans Day Observance February 11 May 30 Memorial Day NOTE: Friday, November 26, 2010 - holiday for office employees

- NEW STUDENT ENROLLMENT June 18, 2010 is the deadline for students enrolling for the 2010-2011 school year
- CLASSES BEGIN Tuesday, July 6, 2010. Students are scheduled for a full day of school.
- TEACHER INSTITUTE DAYS (+) -Thursday, July 1, 2010; Friday, July 2, 2010; Friday, October 15, 2010 and Friday, May 20, 2011 On these days teachers are to report at the regular time. Institute days are non-attendance days for students and are days held or approved by the State Superintendent of Instruction for teacher in-service workshops or equivalent professional educational experiences such as educational gatherings, demonstrations of instructional materials, visitation of/to other schools, institutions or facilities. Teacher Institute Days are fully principal-directed.
- PROFESSIONAL DEVELOPMENT DAYS (#) Friday, November 12, 2010; Friday, February 25, 2011 and Friday, April 22, 2011. On these days teachers are to report at the regular time. These are non-attendance days for students. Professional development days are half principal-directed/ half teacher-
- STAFF DEVELOPMENT DAYS FOR SCHOOL IMPROVEMENT PLANNING (BOLD DATES) Friday, September 3, 2010, Friday, September 24, 2019. Monday December 3, 2010 and Monday, February 28, 2011. PROGRESS REPORT DISTRIBUTION DAYS Track D Elementary will distribute Student Progress Reports on Friday, August 13, 2010;
- Friday, December 11, 2010 and Friday, April 1, 2011.
- REPORT CARD PICKUP/PARENT-TEACHER CONFERENCE DAYS (P) Year-Round schools (Track A, B, C and D) dates are on Wednesday, October 20, 2010 and Wednesday, March 2, 2011. These are non-attendance days for students
- INTERSESSIONS Schools close at the end of the day on Thursday, September 23, 2010 and reopen on Monday, October 18, 2010. Schools close at the end of the day on Friday, January 28, 2011 and reopen on Tuesday, March 1, 2011, Schools close at the end of the day on Thursday, May 19, 2011 thru June 30, 2011.
- WINTER VACATION Schools close for students at the end of the school day on Friday, December 17, 2010 and return Monday January 4, 2011
- GRADUATION DATES Elementary graduation may not be held prior to five days before the end of the school year
- KINDERGARTEN PRE-REGISTRATION The suggested dates are April 11, 2011 through April 15, 2011



## 2010-2011 YEAR ROUND SCHOOL CALENDAR

Ron Huberman Chief Executive Officer

## TRACK E

	J	ULY 20	10			OC1	OBER	2010			JAN	UARY	2011			A	PRIL 20	П	
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(12)	(13)	(14)	(15)	(16)	11*	12	13	14	15	17*	18	19	20	21	(11)	(12)	(13)	(14)	(15)
(19)	(20)	(21)	(22)	(23)	18	19	20	21	22	24	25	26	27	28#Q	/18/	/19/	/20 /	/21/	$\alpha u$
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16	17	18	19	20	15	16	17	18	19	14	15	16	17	18	16	17	18	19	20
23	24	25	26	27	22	23	24	25*	26*	21*	22	23	24	25	23	24	2.5	26	27
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(27)	(28)	(29)	(30)		(27)	(28)	(29)	(30)	(31)	28	29	30	31		(27)	(28)	(29)	(30)	
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EGEND		
	( ) School closed - No salary paid	// Salary is paid except as provided for by Budgetary Action
	+ Teacher Institute Days	• Holidays
	Q End of Quarter	PH Full Day Parent-Teacher Conference - High School
	Professional Development Days	PE Full Day Parent-Teacher Conference - Elementary School
	Days of non attendance for students	e Emergency Days - school in session if student days fall
		below 170 (summer school would begin and end later as necessary;
BOLD no	classes for students; staff development days	for School Improvement Planning

#### \*HOLIDAYS 2010-2011

September 6Labor Day October 11Columbus Day	November 25, 26 January 17	Thanksgiving Holiday M. L. King's Birthday	February 21 March 7	Presidents Day C. Pulaski's Birthday			
November 11 Veterans Day Observance	February 11	Lincoln's Birthday	May 30	Memorial Day			
NOTEF: Friday November 26, 2010 - holiday for office employees							

- NEW STUDENT ENROLLMENT June 18, 2010 is the deadline for students enrolling for the 2010 2011 school year
- NEW STUDENT ENROLLMENT June 18, 2010 is the deadline for students enrolling for the 2010 2011 school year
  CLASSES BEGIN Monday, August 9, 2010. Students are scheduled for a full day of school
  TEACHER INSTITUTE DAYS (+) Wednesday, August 4, 2010, Thursday, August 5, 2010, Enday, August 6, 2010, and Thursday,
  June 18, 2011. On these days teachers are to report at the regular time. Institute days are non-attendance days for students and are days
  neld or approved by the State Supenntendent of Instruction for teacher in-service workshops or equivalent professional educational
  experiences such as educational gatherings, demonstrations of instructional materials, institution of other schools, institutions or facilities
  experiences such as educational gatherings, demonstrations of instructional materials, institution of other schools, institutions or facilities
  Teacher Institute Days are fully principal-directed.

  PROFESSIONAL DEVELOPMENT DAYS (#) Friday, October 29, 2010, Friday, January 28, 2011 and Friday, April 1, 2011. On these days teachers are to report at the
  regular time. These are non-attendance days for students. Professional development days are half principal-directed half teacher-directed.

  STAFF DEVELOPMENT DAYS FOR SCHOOL IMPROVEMENT PLANNING (BOLD DATES) Friday. September 3, 2010 (School directed) Firday.

  September 24, 2010 (Central Office/Area directed). Friday, November 12, 2013 (School directed) and Thursday, February 10, 2011 (Central Office/Area directed)

  PROGRESS REPORT DISTRIBUTION DAYS Elementary and High Schools will distribute Student Progress Reports during the 6° week of each

  marking period on Wednesday, September 15, 2010, Wednesday, December 8, 2010, Wednesday, March 9, 2011 and Wednesday, May 15, 2011

  REPORT CARD PICKUPPARENT-TEACHER CONFERENCE DAYS (PE.PHI) Elementary Schools on Wednesday, May 25, 2011

  REPORT CARD DISTRIBUTION DAYS For second marking period, Wednesday, February 12, 2011 in dementary school dates are non-attendance days for high schools

  REPORT CAR

- SUMMER VACATION Schools close for students on Friday, June 17, 2011

  The numbers of weeks per quarter are: 1<sup>th</sup> Quarter 10 weeks; 2<sup>rd</sup> Quarter 10 weeks; 3<sup>rd</sup> Quarter 9 weeks; 4<sup>th</sup> Quarter 9 weeks.

REGULAR SUMMER SCHOOL SESSIONS FOR ELEMENTARY AND HIGH SCHOOLS
Grades 3-8-8 SUMMER PROGRAM & HIGH SCHOOL SUMMER PROGRAM will operate for six weeks beginning Monday, June 20, 2011 and ending Monday, August 1, 2011

## 10-0324-AR1

## **FINAL**

## REPORT ON BOARD REPORT RESCISSIONS

## THE GENERAL COUNSEL REPORTS THE FOLLOWING:

- I. Extend the rescission dates contained in the following Board Reports to May 26, 2010 because the parties remain involved in good faith negotiations which are likely to result in an agreement and the user group(s) concurs with this extension:
  - 1. 08-0625-EX2: Authorize Grants to and Approve Entering into Grant Agreements With Charter School Organization in Non-Board-Controlled Facilities for Accessibility Renovations.

User Group: Office of Chief of Staff

Services: Accessibility Renovations

Status: 1 of the 5 agreements (Namaste) has been fully executed. CICS returned their signed agreement subsequent to February 24, 2010. The authority for the remaining 3 school operators is being rescinded.

Additional Action: This matter was omitted from the February 24, 2010 Board Report due to the failure of the 3 remaining school operators to execute their agreements. Subsequent to that date CICS returned their signed agreement. The extension of the rescission date in the Board Report is ratified to take effect as of February 24, 2010, thereby extending the rescission date to April 28, 2010 for the CICS agreement.

2. 08-0723-OP1: Approve Entering into an Intergovernmental Agreement with the City of Chicago and the Public Building Commission Regarding the Conveyance of Land Adjoining Inter-American School and the Use of New Garage Space for Inter-American School

User Group: Real Estate

Services: Land conveyance and Use of Garage Space

Status: In negotiations

3. 08-0723-OP2: Approve Entering into an Intergovernmental Agreement with the Chicago Park District for the Conveyance of Land and the Use of Certain Athletic Facilities to be constructed as Part of the New South Shore School North Campus.

User Group: Real Estate

Services: Use of Certain Athletic Facilities

Status: In negotiations

4. 08-1022-OP2: Amend Board Report 04-0922-OP7: Approve Entering into a Lease Agreement with the Architecture, Construction and Engineering Technical Charter School for Use of Portion of the School Building Located at 5410 South State Street.

User Group: Real Estate Services: Lease Agreement Status: In negotiations

5. 09-0225-FN1: Amend Board Report 08-0625-FN1 – Authorization of an Agreement for Consultant's Services (FY2009/FY2010) with A.C. Advisory, Inc.

User Group: Office of Financial Services

Services: Financial Advisor Consulting Services

Status: In negotiations

Additional Action: This matter was omitted from the November 18, 2009 and January 27, 2010 Rescission Board Reports. The extension of the rescission date is ratified to take effect as of those dates, thereby extending the rescission date to March 24, 2010.

6. 09-0422-PR21: Approve Exercising the Third and Final Option to Renew the Agreement with ACT, Inc. for the Purchase of Test Materials and Related Services

User Group: Research, Evaluation and Accountability

Services: Purchase of Test Materials

Status: In negotiations

7. 09-0624-PR12: Amend Board Report 08-0625-PR14: Amend Board Report 07-0124-PR13 Amend Board Report 06-1220-PR7: Amend Board Report 06-0125-PR15: Approve Entering into two Agreements with Sentinel Technologies, Inc. to Provide Enterprise Server and Network Maintenance Support Services.

User Group: Information & Technology Services

Services: Server and Network Maintenance Support Services

Status: In negotiations

8. 09-0624-PR14: Amend Board Report 08-0723-PR15: Approve Exercising the First and Second Options to Renew Two Agreements with Quantum Crossings, LLC for Telecommunications Maintenance, Cabling, and Services for Moves, Adds, and Changes.

User Group: Information & Technology Services

Services: Telecommunications Maintenance Status: In negotiations

9. 09-0624-PR15: Amend Board Report 08-0827-PR15: Approve Exercising the First Option to Renew Two Agreements with Sentinel Technologies, Inc. to Provide Enterprise Server and Network Maintenance Support Services.

User Group: Information & Technology Services

Services: Server and Network Maintenance Support Services

Status: In negotiations

10. 09-0624-PR33: Approve Exercising the Fourth Option to Renew the Joint Participation Agreement with New Leaders for New Schools to Provide Principal Internship Program Services

User Group: Office of Human Resources Services: Principal Internship Program Services

Status: In negotiations

11. 09-0722-OP1: Approve Entering into a Memorandum of Understanding with Various Agencies to Create the Growing School Gardens Collaborative Relating to the Growing School Gardens Initiative User Group: Facility Operations & Maintenance

Services: Growing School Gardens

Status: In negotiations

12. 09-0722-OP3. Approve Entering into a Master Intergovernmental License Agreement with Chicago Park District for Use of Facilities

User Group: Office of Real Estate Services: License Agreement Status: In negotiations

13. 09-0826-PR18: Approve Entering into an Agreement with Wireless Generation for the Purchase of Early Mathematics Assessment Services.

User Group: Chief Education Office

Services: Early Mathematic Assessment Services

Status: In negotiations

14. 09-0826-PR25: Approve Exercising the First Option to Renew the Agreement with ARAG Insurance Company to Provide Access to Legal Services Network for Chicago Public School Employees.

User Group: Department of Human Resources

Services: Legal Services Network

Status: In negotiations

15. 09-0826-PR28: Ratify Exercising the First Option to Renew the Agreement with the Erikson Institute to Provide Professional Development Consulting Services

User Group: New School Development

Services: Consulting Services

Status: In negotiations

Additional Action: This matter was inadvertently omitted from the January 27, 2010 Rescission Board Report. The extension of the rescission date is ratified as of that date thereby extending the rescission date to March 24, 2010.

16. 09-0826-PR29: Ratify Exercising the First Option to Renew the Agreement with University of Chicago for Professional Development Consulting Services.

User Group: New School Development

Services: Consulting Services

Status: In negotiations

Additional Action: This matter was inadvertently omitted from the January 27, 2010 Rescission Board Report. The extension of the rescission date is ratified as of that date thereby extending the rescission date to March 24, 2010.

17. 09-0826-PR33: Approve Exercising the Second Option to Renew the Agreement with the University of Chicago for Consulting Services Provided by the Chapin Hall Center for Children.

User Group: Office of Specialized Services Services: Consulting Services

Status: In negotiations

18. 09-0826-PR34: Approve Entering into Agreements with Various Consultants for Behavioral Health Services.

User Group: Citywide Special Education Resource

Services: Behavioral Health Services

Status: In negotiations

19. 09-0923-EX2: Approve Entering into an Intergovernmental Agreement with the City of Chicago

Relating to the SmartChicago Broadband Expansion Project

User Group: Chief Administrative Office

Services: Smartchicago Broadband Expansion Project

Status: In negotiations

20. 09-0923-PR25: Amend Board Report 09-0722-PR19: Approve Entering into Software License or Subscription and Services Agreements with Northwest Evaluation Association and Scantron Corporation.

User Group: Office of Performance

Services: Software License or Subscription Services

Status: In negotiations

Additional Action: This matter was inadvertently omitted from the February 24, 2010 Rescission Board Report. The extension of the rescission date is ratified as of that date thereby extending the rescission date to April 28, 2010.

21. 09-1028-EX2: Approve Entering into a Subgrant Agreement with Urban Prep Academies Inc. for

its 1:1 Laptop Initiative.

User Group: Office of New Schools

Services: Laptop Initiative Status: In negotiations

22. 09-1028-PR6: Amend Board Report 09-0527-PR14: Approve Exercising the Second Option to Renew Agreements with Advotek, Inc. and Dell Marketing, L.P. for the Purchase and/or Lease of Network Servers.

User Group: All Schools, and areas

Services: Purchase and Lease of Network Servers

Status: In negotiations

23. 09-1028-PR7: Amend Board Report 09-0722-PR12: Approve Entering into an Agreement with Relational Technology Services, Inc. DBA Relational Technology Solutions for Private Branch Exchange ("PBX"), Intuity Voicemail Systems, Conversant Systems and Related Cal Center Components Hardware and Software Maintenance Services

User Group: Information & Technology Services

Services: Hardware and Software Maintenance Services

Status: In negotiations

24. 09-1028-PR9: Approve Entering into a Software Maintenance and Support Agreement with Maximus, Inc. for the Student Services Management Solutions.

User Group: Information & Technology Services Services: Software Maintenance and Support

Status: In negotiations

25. 09-1028-PR15: Approve Exercising the First Option to Renew the Agreement with Coghlan Kukankos LLC, Formerly Known as Coghlan Kukankos Cook Law Offices, to Provide Subrogation Claims Management Services.

User Group: Office of Human Resources

Services: Subrogation Claims Management Services

Status: In negotiations

26. 09-1123-EX4: Amend Board Report 08-1022-EX7: Amend Board Report 07-1024-EX15 Approve the Establishment of Plato Learning Academy and Entering into a School Management and Performance Agreement with American Quality Schools, an Illinois Not-For-Profit Corporation User Group: Office of New Schools

Services: School Management and Performance Agreement

Status: In negotiations

27. 09-1123-EX10: Amend Board Report 09-0923-EX3. Amend Board Report 09-0527-EX5 Amend Board Report 08-1217-EX3: Amend Board Report 08-0723-EX12. Amend Board Report 08-0423-EX8: Amend Board Report 07-1024-EX3: Amend Board Report 06-1220-EX3: Amend Board Report 06-222-EX14: Approve the Renewal of the Charter School Agreement with L. E. A. R. N. Charter School.

User Group: Office of New Schools

Services: Charter School Status: In negotiations

28. 09-1123-EX12: Approve the Granting of a Charter and Entering into a Charter School Agreement with Catalyst Schools, and Illinois Not-For-Profit Corporation

User Group: Office of New Schools

Services: Charter School Status: In negotiations

29. 09-1123-EX13: Approve the Granting of a Charter and Entering into a Charter School Agreement

with Epic Academy Inc., an Illinois Not-For-Profit Corporation

User Group: Office of New Schools

Services: Charter School Status: In negotiations

30. 09-1123-EX17: Approve the Granting of a Charter and Entering into a Charter School Agreement

with Union Park High Schools, Inc., an Illinois Not-For-Profit Corporation.

User Group: Office of New Schools

Services: Charter School Status: In negotiations

31. 09-1123-PR7: Approve the Pre-Qualification Status of and Entering into Agreements with

Contractors to Provide Demolition and Site Preparation Services for the Board of Education

User Group: Facility Operations & Maintenance Services: Demolition and Site Preparation Services

Status: In negotiations

32. 09-1123-PR18: Ratify Entering into an Intergovernmental Agreement with the Chicago Police

Department to Accept FY 2009 SOS Grant.
User Group: Office of School Safety and Security

Services: SOS Grant Status: In negotiations

33. 09-1216-OP1: Ratify a lease Agreement with Aspira of Illinois, Inc., for Rental of The Haugan

School Building at 3729 W. Leland Avenue

User Group: Office of Real Estate Services: Lease Agreement Status: In negotiations

34. 09-1216-PR3: Approve Exercising the Option to Renew the Agreements with Berland Printing.

Inc., K & M Printing Company, Inc., GEM Acquisition Company, Inc. D/B/A GEM Business Forms for

the Purchase of Printing and Reprographic Services User Group: Office of Contracts and Procurement Services: Printing and Reprographic Services

Status: In negotiations

35. 09-1216-PR10: Amend Board Report 08-0625-PR4: Approve Entering into Agreements with Various Vendors and Leasing Agents for the Purchase of Lease and Laptop Computers and Associated Services.

User Group: All schools and area instructional offices, and central office departments

Services: Purchase and Lease of Desktop and Laptop Computers

Status: In negotiations

36. 09-1216-PR11: Amend Board Report 09-0225-PR6: Amend Board Report 08-0602-PR19: Amend Board Report 07-0627-PR14: Approve Entering into an Agreement with Schoolnet, Inc. for the Purchase of Student Information Instructional Management Software Licenses, Implementation and Support Services.

User Group: Information and Technology Services

Services: Purchase of Student Information Instructional Management Software Licenses

Status: In negotiations

37. 09-1216-PR20: Approve Entering into an Agreement with System Development Integration, LLC

for Network Monitoring and Management System Services

User Group: Information & Technology Services Services: Information & Technology Services

Status: In negotiations

38. 09-1216-PR22: Approve Entering into an Agreement with Chicago Arts Partnerships in

Education (CAPE) for Professional Development, Support Services and Materials

User Group: Office of Academic Enhancement

Services: Professional Development, Support Services and Materials

Status: In negotiations

39. 09-1216-PR23: Approve Exercising the Final Option to Renew the Agreement with Chicago Arts Partnership in Education (CAPE) for Professional Development, Support Services, and Materials.

User Group: Office of Academic Enhancement

Services: Professional Development, Support Services and Materials

Status: In negotiations

40. 09-1216-PR25: Approve Exercising the Option to Renew a Software License Agreement with Cityspan, Inc.

User Group: Office of Extended Learning Opportunities

Services: Software License Agreement

Status: In negotiations

41. 09-1216-PR26: Amend Board Report 09-0128-PR16: Ratify Amendment to Board Report 08-0827-PR24: Amend Board Report 07-1024-PR21: Amend Board Report 07-0228-PR12: Amend Board Report 05-0824-PR11: Amend Board Report 05-0323-PR14: Approve Exercising the Option to Renew the Agreements with Various Companies for Defined Contribution Retirement Services. User Group: Office of Human Capital

Services: Defined Contribution Retirement Services

Status: In negotiations

42. 09-1216-PR27: Approve Entering into an Agreement with National Board for Professional Teaching Standards for Consulting Services.

User Group: Office of Human Capital Services: Consulting Services

Status: In negotiations

II. Rescind the following Board Reports in part or in full for failure to enter into an agreement with the Board, after repeated attempts, and the user groups have been advised of such rescission:

1. 08-0625-EX2: Authorize Grants to and Approve Entering into Grant Agreements With Charter School Organization in Non-Board-Controlled Facilities for Accessibility Renovations.

User Group: Office of Chief of Staff Services: Accessibility Renovations

Action: Rescind Board authority in part as to three school operators: Academy of Communications Technology, UNO Charter School Network, and Betty Shabazz International Charter School for failure to enter into agreements with the Board.

President Richardson-Lowry thereupon declared Board Reports 10-0324-OP5, 10-0324-ED2, 10-0324-ED3, and 10-0324-AR1 accepted.

## **OMNIBUS**

At the Regular Board Meeting of March 24, 2010 the foregoing motions, reports and other actions set forth from number 10-0324-MO1 through 10-0324-AR9 except as otherwise indicated, were adopted as the recommendations or decisions of the Chief Executive Officer and General Counsel.

Under the heading of Unfinished Business Board Report 10-0224-EX5 was deferred, and at the Regular Board Meeting of March 24, 2010 Board Reports 10-0324-PR9 and 10-0324-PR10 were withdrawn.

## **ADJOURNMENT**

President Richardson-Lowry moved to adjourn the meeting, and it was so ordered by a voice vote, all members present voting therefore.

President Richardson-Lowry thereupon declared the Board Meeting adjourned.

I, Estela G. Beltran, Secretary of the Board of Education and Keeper of the records thereof, do hereby certify that the foregoing is a true and correct record of certain proceedings of said Board of Education of the City of Chicago at its Regular Board Meeting of March 24, 2010 held at the Central Service Center 125 South Clark Street, Board Chamber, Chicago, Illinois, 60603.

Estela G. Beltran Secretary

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